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C O M P L E T E B O D Y
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CONVEYANCING,

In THEORY and PRACTICE.

BY

E D W A R D W O O D.

NEW EDITION, BEING THE SIXTH, REVISED AND CORRECTED;

WITH THE ADDITION OF
ORIGINAL PRECEDENTS, NOTES, REFERENCES, &c.

By JOHN JOSEPH POWELL,
OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW.

o
IN SIX VOLUMES.

V O L. V.

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T A B L E
OF
C O N T E N T S
OF THE
F I F T H V O L U M E.

OF deeds of gift.

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The Practice of Conveyancing.

Of Deeds of Gift.

THE word *gift* imports no more than the transferring of the property of a thing from one to another without a valuable consideration.

A gift is of a larger extent than a feoffment, which is always applied to corporeal and immoveable things. For a gift is applied to things moveable or immoveable, as trees, cattle, household-stuff, &c. the property whereof is and may be altered as well by gift as by sale or grant.

And in this sense a gift is sometimes by *act of the party*, as when one man gives a thing to another.

And this is or may be either by *word* or by *writing*.

And sometimes it is by *act of law*; as when a woman is married to a husband, or one is made *executor* to another; in these cases by the marriage only, or taking of the executorship, the law gives all the goods of the woman to the husband, and of the testator to his executor.

So where one takes my goods as a trespasser, and I recover damages for them upon a suit in law; in this case the law gives him the property of the goods, because he has paid for them.

But the word *gift* is sometimes taken more strictly, and applied to a conveyance or passing of an estate of lands or tenements to another (only) in tail, wherein the word *dedi* is most commonly used.

And then he who gives the land is called the *donor*, and he to whom it is given the *donee*.

And this by the common law was for the most part by *deed*, though it might be by *parol*. But see the *stat. 29 Car. 2. c. 3*.

By the *stat. 3 H. 7. c. 4*. (reciting that oftentimes deeds of gift of goods and chattels had been made, to the intent to defraud creditors) it is enacted, that all deeds of gift of goods and chattels made or to be made of trust, to the use of that person or persons that made the same deed of gift, be void and of none effect. See the *stat. 29 Car. 2. c. 3*. & 13 Eliz. c. 5.

Gifts.

By giving all one's goods there seems to be a secret trust and confidence, that the donee shall deal favourably with the donor in respect of his poverty, or permit him, or some other for his benefit or use, to be in possession, &c.

And therefore when any gift shall be made in satisfaction of a debt, let it be made,

1. In a publick manner before neighbours, and not in private.

Dono clandestina sunt semper suspiciosa. 3 Co. 80.

Clausula inconusualis semper inducunt suspicionem. Ibid.

2. Let the goods and chattels be appraised to the full value, and the gift made in satisfaction of the debt.

3. After the gift, let the donee take possession of them; for the continuance of the possession in the donor is a sign of a trust. *Wood's Inst. B. 2. c. 6.*

For more concerning these deeds of gifts of immoveable or moveable things, see title *Deed and Grant in toto*, wherein all the learning touching this matter is involved; for the words *gift* and *grant* are often confounded.

P R E C E D E N T S O F

Deeds of Gift.

Of Lands.

THIS Indenture, made the — day of — *Between A. B. of —*
of the one part, and *T. B. of — son of the said A. B. of the*
other part, *Witnesseth*, that the said *A. B.* for and in consideration of
the natural love and affection which he hath and beareth unto the said
T. B. Hath given, granted, aliened, infeoffed and confirmed, and by
these presents *Doth give, &c.* — unto the said *T. B.* his heirs
and assigns, *All* that messuage or tenement, situate, &c. and all and sin-
gular houses, edifices, buildings, barns, stables, courts, gardens, or-
chards, woods, underwoods, commons, common of pasture, ways,
paths, passages, waters, water courses, easements, profits, commodi-
ties, advantages, hereditaments and appurtenances whatsoever, to the
said messuage, or tenement, lands and premises above mentioned, or
any part thereof, belonging or in any ways, appertaining, or therewith
commonly used, occupied or enjoyed, accepted, reputed, taken or
known as part, parcel, or belonging of or to the same; and the reversion
or reversions, remainder and remainders, rents and services of all and
singular the premises; and also all the estate, right, title, interest, po-
perty, claim and demand whatsoever of him the said *A. B.* of, in, and
to the said messuage, &c. and of, in, and to every part and parcel
thereof, with their and every of their appurtenances, and all deeds,
&c. *To have and to hold* the said messuage, &c. and all and singular the
premises

premises hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their appurtenances, unto the said *T. B.* his heirs and assigns, to the only proper use and behoof of him the said *T. B.* his heirs and assigns for ever: And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *T. B.* his heirs and assigns, by these presents, that the said *T. B.* his heirs and assigns, shall and lawfully may from henceforth for ever, peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, lands and premises above mentioned to be hereby given and granted, with their and every of their appurtenances, clear and discharged, or well and sufficiently saved and kept harmless, of and from all former and other gifts, grants, bargains, sales, jointures, feoffments, leases, dowers, estates, entails, rent-charges, arrearages of rents, statutes, judgments, recognizances, executions, and of and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed, done and suffered, or to be had, made, committed, done and suffered by him the said *A. B.* his heirs, executors or administrators, or any other person or persons lawfully claiming or to claim, by, from or under him, them, or any or either of them. *In Witness, &c.*

N. B. Livery and seisin should be given and indorsed.

Of Goods and Chattels conditionally.

KNOW, &c. that I *M. B.* of — in consideration of the natural love and affection which I have and bear to my nephew *F. S.* of — for and towards the better support and maintenance of him after my decease, and for divers other, &c. Have given, granted, bargained, sold, confirmed and by, &c. *D.*, &c. unto the said *F. S.* All and every my plate, jewels, rings, watches, and all and singular my household-goods, household-stuff and implements of household, linen, bedding, brass and pewter, and all other my goods and chattels whatsoever and wheresoever, and of what nature, sort or kind soever; To have and to hold the said plate, &c. and all and singular other the goods and chattels hereby granted, bargained and sold, or mentioned, &c. and every part and parcel thereof, unto the said *F. S.* his executors, administrators and assigns, as his and their own proper goods, chattels and effects, from henceforth for ever: *Provided always*, and upon this special trust and confidence nevertheless, and upon this express condition, that he the said *F. S.* his executors, administrators and assigns, shall and do permit and suffer me the said *M. B.* to use, keep and enjoy all and every the said plate, &c. during my natural life, without paying or yielding any thing therefore, or in respect thereof, and not otherwise; And that, from and after my decease, he the said *F. S.* his executors, administrators or assigns, shall or lawfully may have, hold and enjoy the same, and every part and parcel thereof, and dispose thereof, and convert the same to his and their own proper use and behoof, as he or they shall think fit. *In Witness, &c.*

Gifts.

Deed of Gift, by a Mother, of Debts due from her Children.

TO all to whom these presents shall come, I D. R. of, &c. widow, send greeting. *Whereas* my son H. R. is now indebted to me in the sum of 10*l.* and my son in-law, J. M. is likewise indebted to me in the sum of 9*l.* and my son-in-law J. G. in the sum of 7*l.* and my son J. R. in the sum of 4*l.* all of good and lawful money of *Great Britain*: *Now know ye*, that I the said D. R. for divers good causes and valuable considerations me hereunto moving, *Have* given, granted and released, and by these presents do, for me, my heirs, executors and administrators, give, grant and release the several sums before mentioned, to the several persons hereinafter named, (that is to say) To my son W. R. the sum of 4*l.* of lawful money of *Great Britain*, to be paid by the said H. R. and J. M. share and share alike, out of the several sums now in their hands; *And* as to the remainder of the several sums now in their hands, I do hereby give the same unto them the said H. R. and J. H. and do hereby acquit, release and discharge them the said H. R. and J. M. their executors and administrators, of and from the same; *And* as for the sum now due to me from my son-in-law J. G. I do hereby give the same unto J. his now wife, and do hereby acquit and discharge the said J. G. his heirs, executors and administrators, of and from the same; *And* as for the sum now due to me from my said son J. R. I do hereby give the same unto him, and do hereby acquit and discharge him my said son J. R. his heirs, executors and administrators, of and from the same. *In Witness, &c.*

Deed of Gift by a Father to his Son, of his House, Goods, Stock in Trade, &c. The Son to pay the Father's Debt, and allow him an annual Sum, and on Default of Payment the Father to re-enter, &c.

TO all to whom these presents shall come, T. H. of, &c. glover, sendeth greeting.—*Know ye*, that the said T. H. as well for and in consideration of the natural love and affection which he hath and beareth for and towards S. H. of, &c. aforesaid, glover, his only son and heir apparent, as of the sum of 40*l.* by him the said S. H. to be paid to F. P. gent. for and in discharge of a real and just debt to him due, and of the sum of 10*l.* to be also by him paid to M. H. daughter of the said T. H. in lieu of the legacies had and received for her use, (by the said T. H.) to her given and bequeathed by W. H. late of, &c. glazier, deceased, her late grandfather, and 40*l.* more to her due for wages, and of the provisoes, covenants and agreements, and other payments herein after mentioned to be by him the said S. H. his executors or administrators, paid, done, observed and performed, and for divers other good and valuable causes and considerations him thereunto moving, *Have* given, granted, bargained, sold, released and confirmed, and by these presents *Doth* fully and absolutely give, grant, bargain, sell, release and for ever confirm unto the said S. H. his executors, administrators and assigns, *All* his right, title, interest, property, claim and demand

demand whatsoever, of, in and to all that messuage, tenement, or dwelling-house and garden thereunto belonging and adjoining, situate, &c. now in the tenure and possession of him the said *T. H.* and also all and singular his household goods, implements of household and stock in trade of gloves, skins, and all and every other materials, utensils, and implements belonging to the trade or occupation of a glover, and all his debts, rights, credits and personal estate whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever they be or may be found, as well in his possession, or elsewhere, in the possession, custody or power of any other person or persons whatsoever, with their and every of their rights, members and appurtenances, (one bed, bedstead, and the appurtenances, now in the room over the kitchen, only excepted); *To have and to hold* the said goods, household stuff, stock in trade, debts, rights and personal estate, and other the premises aforesaid, (except before excepted) with their and every of their rights, members and appurtenances, unto the said *S. H.* his executors, administrators and assigns for ever, without rendering any accounts, or being therefore in any wise accountable to the said *T. H.* his heirs, executors or administrators, for the same. And the said *S. H.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *T. H.* his executors, administrators and assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) that he the said *S. H.* his heirs, executors and administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *F. P.* the said principal sum of 40*l.* now to him from the said *T. H.* due by specialty or otherwise, as by an account thereof stated on the day next before the day of the date hereof may appear; and to the said *M. H.* the sum of 10*l.* for and in lieu of the legacy or legacies to her given and bequeathed by the last will and testament of the said *W. H.* and by the said *T. H.* for her already had and received, and the said 10*l.* for wages; and, at all times hereafter, free, discharge and keep harmless and indemnified the said *T. H.* his executors and administrators, from the said debt and legacies so due to the said *F. P.* and *M. H.* and from all actions, suits and damages that may to him or them arise by reason of the non-payment thereof: And moreover, that he the said *S. H.* his heirs, executors and administrators, or some or one of them, shall and will, yearly and every year during the term of the natural life of the said *T. H.* by four quarterly payments, the first to begin at *Michaelmas* next, well and truly pay or cause to be paid unto the said *T. H.* or his assigns, the sum of 3*l.* for and towards his support or maintenance, or to find or provide for him sufficient meat, drink, washing and lodging, fitting his degree and quality, at the choice and election of the said *T. H.* *Provided always*, and upon this condition, and it is the true intent and meaning of these presents, that if the said *S. H.* his heirs, executors and administrators, shall neglect and refuse to pay the said two several sums, according to his covenant above mentioned for payment thereof to the said *F. P.* and *M. H.* or if the said *T. H.* shall happen to be sued, arrested or prosecuted for the same, or either of them, or any part thereof, or if the said *S. H.* his heirs, executors and administrators, shall neglect or refuse to pay the said 3*l.* yearly, (in manner as the same is above specified to be paid) or find and provide for the said *T. H.* meat, drink, washing and lodging, sufficient for

The son's covenant with his father to pay debts,

and allow his father an annual sum towards his maintenance.

On failure of payment the father may recover, &c.

Gifts.

for and besitting him; that then in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said *T. H.* into all and singular the premisses hereby granted to re-enter, and the same to have again, re-possess and enjoy, as in his or their former estate or estates; any thing, &c. *In Witness, &c.*

A Gift of small Debts some in Part of Gratuity for Maintenance.

TO all Persons to whom, &c. *I. A. E.* of, &c. widow, send greeting. *Whereas W. W.* of, &c. and *H. M.* of, &c. are now indebted to me the said *A.* for rent, or otherwise, in the sum of 8*l.* or thereabouts: *And Whereas* my nephew *J. L.* of, &c. doth now, and for some time past hath lodged, boarded and provided me with all proper necessities: *Now* I the said *A. E.* in part of satisfaction for such his maintenance of me, and in consideration that the said *J. L.* hath promised to provide for me during my life, and bury me when dead, and also for the natural love which I have for my said nephew, and also in consideration of 5*s.* to me in hand paid by him the said *J. L.* I the said *A. E.* have, and by these presents *Do* absolutely give, grant, bargain, sell, assign and confirm unto him the said *J. L.* *All* and every the sum and sums of money whatsoever which now are or at any time hereafter shall become due or payable to me the said *A.* as well from the said *W. W.* and *H. M.* or either of them, as also of or from any other person or persons, whomsoever, for or on account of rent, or otherwise howsoever, as likewise all and every my goods, chattels, personal and other estate whatsoever and wheresoever, which I now or at any time hereafter shall be possessed of, or any ways entitled unto, in any manner howsoever; *To have, hold, receive, take and enjoy* all and singular the herein before granted premisses, unto and to the use of the said *J. L.* his executors and assigns, from henceforth for ever. *And* for the further, &c. (*Letter of Attorney to receive the money*). *In Witness, &c.*

A Special Deed of Gift and Bill of Sale of a Person's whole Estate, upon Trust for the Donor for Life, and after her Decease, to the Donee with a Proviso of Revocation.

*THIS Indenture Tripartite, &c. Between the Right Honourable Countess of D. and M. (relict of the late Right Honourable Earl of D. and M. deceased) of the first part, Sir J. C. of, &c. Gent. of the second part, and J. R. of, &c. spinster, (sister of the said A. Countess of D. and M.) of the third part, Witnesseth, that the said Countess of D. and M. as well for the love and affection she beareth to the said J. R. and for settling and assuring the premisses herein after mentioned, upon the trusts hereafter mentioned, and in consideration of 5*s.* of, &c. to her the said Countess in hand paid by the said Sir J. C. and T. C. at, &c. the receipt, &c. she the said A. Countess of D. Hath given, granted, bargained, sold, assigned and set over, and by these presents *Doth* give, &c. unto the said Sir J. C. and T. C.*

their executors, administrators and assigns, all and singular the messuages, houses, rents, household goods, plate, linen, woollen, jewels, rights, credits, and all other the goods and chattels whatsoever, either real or personal, of her the said Countess of *D.* and *M.* whereof she is possessed, interested in or entitled unto; and all the estate, right, title, interest, property, challenge, claim and demand whatsoever of her the said *A.* Countess of *D.* and *M.* of, in or to the same, or any part or parcel thereof; *To have and to hold* the said messuages, houses, rents, and other the chattels real hereby granted, or intended so to be, unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, from the day of the date hereof, for and during all such estate and estates, term and terms, as she the said *A.* Countess of *D.* and *M.* now hath severally therein, or is interested in or intitled unto, fully to be compleat and ended, in trust as is hereafter mentioned; *And to have and to hold* the said household goods, plate, linen, woollen, jewels, and all other the personal estate hereby granted, or intended to be granted, unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns from henceforth, as and for their own proper goods and chattels forever, *In Trust* as is herein after mentioned, (that is to say) in trust and confidence that they the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, shall permit and suffer the said *A.* Countess of *D.* and *M.* and her assigns, to hold and enjoy the said messuages, houses, rents and real estate, and take the profits thereof to her and their own use, and to have the free use and enjoyment of the said personal estate hereby granted, for so long time and term as she the said *A.* Countess of *D.* and *M.* shall live; and from and immediately after her decease, in trust to and for the said *J. R.* her executors, administrators and assigns, and for her and their own proper use and behoof, and to and upon no other trust whatsoever: *And* the said *A.* Countess of *D.* and *M.* all and singular the said hereby granted premisses, to the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, against her the said *A.* Countess of *D.* and *M.* and all persons claiming under her, shall and will warrant and defend by these presents. *Provided nevertheless*, that it shall and may be lawful for the said *A.* Countess of *D.* and *M.* at any time hereafter, by writing under her hand and seal, attested by two witnesses subscribing their names as such thereto, to revoke and make void these presents; any thing herein contained to the contrary thereof in any wise notwithstanding. *In Witnefs, &c.*

Deed of Gift from a Father of his Personal Estate to two Trustees, in Trust for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS Indenture, made, &c. Between the Reverend *W. S.* of, &c. of the one part, and *T. S.* of, &c. and *R. G.* of, &c. (two trustees nominated by the said *W. S.* for the intents and purposes herein after mentioned) on the other part, *Witnesseth*, that for and in consideration of the natural love and affection which he the said *W. S.* hath for and beareth to his daughter and only child *A. M. S.* and to the intent to make some provision for her education and maintenance, and for her future support and advancements in the world, and for the sum of *5 s.* now paid

Gifts.

for and besitting him; that then in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said *T. H.* into all and singular the premisses hereby granted to re-enter, and the same to have again, re-possess and enjoy, as in his or their former estate or estates; any thing, &c. *In Witness, &c.*

A Gift of small Debts some in Part of Gratiuity for Maintenance.

*T*O all Persons to whom, &c. *I. A. E.* of, &c. widow, send greeting. Whereas *W. W.* of, &c. and *H. M.* of, &c. are now indebted to me the said *A.* for rent, or otherwise, in the sum of 8 *l.* or thereabouts: And Whereas my nephew *J. L.* of, &c. doth now, and for some time past hath lodged, boarded and provided me with all proper necessities: Now I the said *A. E.* in part of satisfaction for such his maintenance of me, and in consideration that the said *J. L.* hath promised to provide for me during my life, and bury me when dead, and also for the natural love which I have for my said nephew, and also in consideration of 5 *s.* to me in hand paid by him the said *J. L.* I the said *A. E.* have, and by these presents Do absolutely give, grant, bargain, sell, assign and confirm unto him the said *J. L.* All and every the sum and sums of money whatsoever which now are or at any time hereafter shall become due or payable to me the said *A.* as well from the said *W. W.* and *H. M.* or either of them, as also of or from any other person or persons, whomsoever, for or on account of rent, or otherwise howsoever, as likewise all and every my goods, chattels, personal and other estate whatsoever and wheresoever, which I now or at any time hereafter shall be possessed of, or any ways entitled unto, in any manner howsoever; To have, hold, receive, take and enjoy all and singular the herein before granted premisses, unto and to the use of the said *J. L.* his executors and assigns, from henceforth for ever. And for the further, &c. (*Letter of Attorney to receive the money*). *In Witness, &c.*

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their executors, administrators and assigns, *all* and singular the messuages, houses, rents, household goods, plate, linen, woollen, jewels, rights, credits, and all other the goods and chattels whatsoever, either real or personal, of her the said Countess of *D.* and *M.* whereof she is possessed, interested in or entitled unto; and all the estate, right, title, interest, property, challenge, claim and demand whatsoever of her the said *A.* Countess of *D.* and *M.* of, in or to the same, or any part or parcel thereof; *To have and to hold* the said messuages, houses, rents, and other the chattels real hereby granted, or intended so to be, unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, from the day of the date hereof, for and during all such estate and estates, term and terms, as she the said *A.* Countess of *D.* and *M.* now hath severally therein, or is interested in or intitled unto, fully to be compleat and ended, in trust as is hereafter mentioned; *And to have and to hold* the said household goods, plate, linen, woollen, jewels, and all other the personal estate hereby granted, or intended to be granted, unto the said Sir *J. C.* and *T. C.* their executors, administrators and assigns from henceforth, as and for their own proper goods and chattels forever, *In Trust* as is herein after mentioned, (that is to say) in trust and confidence that they the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, shall permit and suffer the said *A.* Countess of *D.* and *M.* and her assigns, to hold and enjoy the said messuages, houses, rents and real estate, and take the profits thereof to her and their own use, and to have the free use and enjoyment of the said personal estate hereby granted, for so long time and term as she the said *A.* Countess of *D.* and *M.* shall live; and from and immediately after her decease, in trust to and for the said *J. R.* her executors, administrators and assigns, and for her and their own proper use and behoof, and to and upon no other trust whatsoever: *And* the said *A.* Countess of *D.* and *M.* all and singular the said hereby granted premisses, to the said Sir *J. C.* and *T. C.* their executors, administrators and assigns, against her the said *A.* Countess of *D.* and *M.* and all persons claiming under her, shall and will warrant and defend by these presents. *Provided nevertheless*, that it shall and may be lawful for the said *A.* Countess of *D.* and *M.* at any time hereafter, by writing under her hand and seal, attested by two witnesses subscribing their names as such thereto, to revoke and make void these presents; any thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

Deed of Gift from a Father of his Personal Estate to two Trustees, in Trust for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS Indenture, made, &c. Between the Reverend *W. S.* of, &c. of the one part, and *T. S.* of, &c. and *R. G.* of, &c. (two trustees nominated by the said *W. S.* for the intents and purposes herein after mentioned) on the other part, *Witnesseth*, that for and in consideration of the natural love and affection which he the said *W. S.* hath for and beareth to his daughter and only child *A. M. S.* and to the intent to make some provision for her education and maintenance, and for her future support and advancement in the world, and for the sum of *5 s.* now paid

paid to him by the said *T. S.* and *R. G.* the receipt whereof is by him hereby acknowledged, and for divers other good causes and valuable considerations him thereunto especially moving, *be* the said *W. S.* hath given and granted, and by these presents *Doth* fully and absolutely give and grant unto them the said *T. S.* and *R. G.* *All* the ready monies, plate, rings, jewels, debts, stock of corn, grain, hay, utensils, and implements of husbandry, household goods and furniture, and all other the stock, as well quick as dead, and all other the goods, chattels and estate whatsoever and wheresoever, and of what nature or kind soever, which he the said *W. S.* at the time of his death shall be possessed of, or any way entitled unto; and all the right, title, interest, property, claim and demand whatsoever, either at law or in equity, of him the said *W. S.* of, in or to the said premises, and every part thereof; *To have*, hold, receive, take and enjoy all and singular the said hereby given and granted premises, unto and to the use of the said *T. S.* and *R. G.* their executors, administrators and assigns, from the day of the death of the said *W. S.* *As* and for their own proper goods and chattels for evermore, *And* to which they are hereby intended to have a legal right and property, *And* that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as he the said *W. S.* or his executors or administrators, could or might have had, held, received or enjoyed the same, if these presents had not been made; *Together* with full power for them the said trustees to bring any action or suit for the recovery and receipt of the said premises, and to give sufficient discharges for the same or any part thereof; *Nevertheless in Trust* for the said *A. M. S.* and other purposes, in such manner as herein after mentioned. *And* the said *W. S.* for himself, his executors and administrators, all and singular the said hereby given and granted goods, chattels, stock and premises, unto them the said *T. S.* and *R. G.* their executors, administrators and assigns, shall and will warrant and for ever defend against all persons by these presents: *And* it is hereby agreed and declared by and between all the parties to these presents, that the gift hereby made of the said granted premises unto them the said trustees, was and is to them so made, upon the several trusts, intents and purposes, and subject to the several provisions herein after mentioned and declared of and concerning the same, *viz.* *Upon this special Trust*, that they the said trustees, the said *T. S.* and *R. G.* and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do, as soon as conveniently may be after the death of the said *W. S.* absolutely sell and dispose of all and singular such part of the said hereby granted premises as are saleable, unto such person or persons, in the best manner and for the most monies that can be had or gotten for the same; *And* from and immediately after such sale, then upon this further trust, that they the said trustees, by and out of such money as the said *W. S.* shall leave at his death, or by and out of the monies arising by such sale, shall and do in the first place pay the funeral expences of the said *W. S.* and all such just debts as he shall owe at the time of his death; *And* from and after payment thereof, and subject thereunto, then upon this further trust, that they the said trustees, or the survivor of them, his executors, administrators or assigns, shall and do, as soon as may be after the death of the said *W. S.* and of such sale to be so made of the said premises as aforesaid, put and place out as well the monies arising by such sale, or the surplus thereof as also the whole or residue of such monies as the said

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said *W. S.* shall leave at his death, either in some publick bank-stock or fund, or else upon one or more good and sufficient securities, either real or personal, with full power for them the said trustees at any time thereafter to call in, remove and new-place out the said monies, or any part thereof, in such manner as they in their discretion shall think fit: *And upon this further special Trust*, that they the said trustees, or the survivor of them, his executors, administrators or assigns, shall and do well and truly apply and pay all the interest and produce to arise or be had or made of the surplus and residue of the same monies, to and for the education, maintenance, cloathing, and only use and benefit of her the said *A. M. S.* until her age of 21 years or day of marriage, which shall first happen: and from and after such her age or marriage, *Then upon this further Trust*, that they the said trustees or the survivor of them, his executors, administrators or assigns, shall and do pay or assign all the same monies or all securities then taken for the same, unto the said *A. M. S.* or to such person or persons as she by any writing shall direct or appoint; and in case of her death before such her age or marriage, *Then and in such Case in Trust*, and to and for the only use and benefit of *A. S.* (mother of the said *A. M. S.*) her executors, administrators and assigns, and to, for and upon no other trust, use, intent or purpose whatsoever. *Provided always*, and it is hereby agreed and declared to be the true intent and meaning of these presents, that it shall and may be lawful to and for the said trustees, in the first place, to retain and reimburse to themselves, out of the said trust-monies, all such costs, charges and damages, which they, either or any of them, shall or may pay, expend, sustain or be put unto in the execution or management of the trusts hereby in them reposed; *And* that they the said trustees, or either of them, or the administrators or assigns of either of them, shall not be answerable or liable the one for the other, or for the acts, payments, receipts or defaults of the other of them, but each for himself only, and only for what he or they shall actually and respectively receive, and no more; and that they shall not be answerable for the loss of any monies that shall or may happen, unless it be by or through their wilful neglect or default. *Provided also and lastly*, it is hereby further agreed and declared by and between all the said parties to these presents, that it shall and may be lawful to and for the said *W. S.* at any time or times hereafter during his life, by any deed or writing to be by him sealed and executed in the presence of two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published in the presence of three or more credible witnesses, to revoke, annul, alter or make void these presents, or all or any of the trusts herein before declared of or concerning all or any part of the said premises; *And* by the same, or any other deed or writing, or last will and testament in writing so respectively signed, sealed, executed and published as aforesaid, to declare or appoint any further or other trust whatsoever touching or concerning the same premises, or any part thereof as he the said *W. S.* shall think fit; any thing, &c. *In Witness*
 &c.

Df

Of Grants.

(A) *Grants what, and Grantor and Grantee who.*

THE word *grant*, taken largely, is where any thing is granted or passed from one to another. And in this sense it comprehends feoffments, bargains and sales, gifts, leases, charges, and the like; for he that gives or sells grants also. In this case it is sometimes in writing or by *deed*, and sometimes by *word* without writing.

But a grant in a stricter sense and properly is a conveyance in writing of such an incorporeal thing as lies in *grant*, and not in *livery*, and which cannot pass by word only without deed. Or it is the grant of such persons as cannot pass any thing from them but by deed, as the king, bodies corporate, &c. And although it may be made by other words, yet it is most commonly made by the word *grant*, as being proper to the purpose. *Co. Lit.* 172, 332. *a.* *Finch's Law* 29.

Amongst hereditaments, some are such as are to lie in *livery*, *i. e.* such as whereof livery of seisin may be made, as manors, houses, lands, &c. And some are such as do not lie in *livery*, *i. e.* whereof no livery of seisin can or need to be made, but they pass by the delivery of the deed without any more; and of this sort are rents, reversions, services, advowsons in gross, and the like; which things cannot pass from man to man without deed or matter of record, which is of a higher nature than a deed. *Co. Lit.* 49.

He who makes a grant is called the *grantor*, and he to whom it is made is called the *grantee*.

(B) *Kinds of Grants.*

SOME grants are of the land or soil itself, and some are of some profit to be taken out of or from the soil, as rent, common, &c.

And some are of goods and chattels, and some are of other things, as authorities, elections, &c.

And they are made sometimes by matter of record, and sometimes by *deed* or writing in the country, and sometimes by *word* without either.

Some grants also tend to charge the grantor with something he was not charged with before, and some to pass something out of him to the grantee; and some tend to discharge the grantee of something where-with he was charged or chargeable before, and whereof he is now hereby discharged.

(C) *What Grants must (or may not) be by Deed in Writing.*

BY the *stat. 29 Car. 2. c. 3.* No leases, estates or interests, either of freehold or terms of years, or any uncertain interest, not being

being copyhold or customary interest, of, in, to or out of any messuages, manors, lands, tenements or hereditaments, shall at any time be assured, granted or surrendered, unless it be by deed or note in writing, signed by the grantor, &c. or their agents, lawfully authorized by writing, or by act and operation of law.

Before this statute the common law stood thus as to what grants should be by deed, or might be by word; and the same laws, as far as they are not within the same statute, still remain in force.

Corporations.

By the common law corporations, as dean and chapter, mayor and commonalty, and such like, regularly can neither grant lands, goods or chattels, but it must be by deed.

But the grantees of such persons, and all other common persons, might (before the *stat. 29 Car. 2. c. 3.*) grant or give any thing which lies in livery, as manors, houses, lands, and such things, in fee-simple, fee-tail, for life, for years, or at will, by word without deed.

And if a lease was made of any such thing for life or years, with a remainder over in fee simple, fee-tail or for life; it was good, although it were by word without any deed in writing. *Perk. § 64. 4 H. 7. 17. Plow. 150. 16 H. 7. 3. Lit. § 60.*

And such things as are said to lie in grant and not in livery, could not be granted or given, had or taken without deed, unless it were in some special cases.

And therefore rents and services, and such things which are in gross, and not incident to some other thing, may not be granted without a deed; and therefore if a rent-charge be granted unto me for years, I may not grant this rent over without deed. And if there be lord and tenant of arable land by fealty, and the service of yielding the tenth sheaf of corn before it be sowed; the lord cannot grant this service for years without deed.

Rents, services, &c.

But if a rent, or any service be parcel of or incident to a manor, or any other thing which is grantable without deed; in this case by the grant of the principal by word this thing might pass belonging thereunto, without any deed.

Also rents or services might be granted upon a partition by one coparcener to another without deed. *Co. Lit. 49. Dyer 439. Perk. § 60, 61, 63. Bro. Grant. 59.*

A reversion could not be granted in fee-simple, fee tail, for life or years without deed, unless it be in case where it is parcel of a manor.

Reversion, or remainder.

But a reversion might be granted upon a partition by one coparcener to another without any deed. And the same law was of a remainder. And therefore if one made a lease for life or years to one, the remainder in fee-simple, fee-tail or for life to another without deed; howsoever this was a good remainder in the first creation without deed, yet this remainder could not be granted over without deed. *Perk. § 61. Dyer 174. Plow. 433. Bro. Grant. 104.*

A parsonage or rectory, although it consisted of nothing but tithes, and the like, besides the church-yard, and had no house nor glebe belonging to it, yet it might be granted without deed in fee-simple for life or years, and then the tithes and offerings would pass as incident.

Advowson, tithes, &c.

But the tithes alone, or a portion of tithes, oblations, mortuaries or obventions, were not grantable by themselves without deed. *15. H. 7. 8. 16 H. 7. 2. 19 H. 8. 12. 21. H. 6. 43.*

And

And therefore a lease parol of tithes, although it was but for years, was not good.

And if the parson agreed with one of his parishioners that he should have his own tithes; this was not a good grant of the tithes, neither might it be pleaded or used so, but perhaps by way of agreement a parishioner might retain his tithes. 36 *El. B. R.*

And if a lessee for years of tithes will grant it over to another at will only, it could not be done without deed, as was held by baron *Denham*, 2 *Car.* at *Sarum* assizes.

And yet it was held, that a parson might grant his tithes from year to year to him that was to pay them, without any deed; but this was by way of retainer. *Mic. 8 Jac. Dr. Longworth's case.*

But this grant or agreement might be made to and with the party himself that was to pay the tithes, and not with another: neither could this interest be assigned, or a stranger take advantage of it, as hath been agreed in the case of *Hawkes and Brasfield, Pasch. 3 Jac. B. R.*

And an advowson in gross could not be granted without deed; even the grantee of the grantee of an advowson is to shew both the deeds.

But an advowson was grantable upon a partition between coparceners without deed.

And an advowson incident to a manor or piece of land was grantable with the manor or land without any deed.

The next avoidance to a church was not grantable without deed. 21 *Ed. 3.* 38. 11 *H. 4.* 3 *Dyer* 23, 10 *Co. 1.* *Plow.* 150. 9 *Ed. 4.* 47.

Common of pasture, estovers, turbary, fishing, &c. could not be granted in fee-simple, fee-tail, for life or years, unless it be in case of partition, or of appendancy, as incident to some corporeal thing without deed.

And therefore if a man granted by word of mouth to me common for twenty beasts in his manor; this would not be good.

Neither if it was granted to me by deed, might I grant this over to another without deed.

But if a man had common of pasture appendant or appurtenant to his land; in this case he might grant his land with the common appendant by word only without any deed. *Perk. § 61.*

Franchises, as fairs, markets, courts, warrens, and the like, or other profits, thereof, were not grantable without deed.

But a hundred was grantable without deed, for there is *liberum tenementum*.

The profits of a mill, country, ferry, corrody, or the like, were not grantable without deed. 15 *H. 7.* 8.

Things in action, as a right or title of action that only depends in action, and things of that nature, as rights and titles of entry to any real or personal thing, are not grantable at all but by way of release to the tenant of the land, &c. by which means it may be extinguished: but this neither may nor be without deed.

And therefore if a man takes my goods as a trespasser, or I deliver him my goods to keep, and after I will give these goods to him, I cannot do this without deed. 6 *H. 7.* 9. *Dyer* 91, 126. *Doct. & Stud.* 16.

An election, condition, covenant, assent, licence or liberty, cannot be

Common of
pasture, &c.

Franchises,
&c.

Hundred.

Things in
action, &c.

be created and annexed to an estate of inheritance or freehold without deed. *Dyer* 281.

A privilege to hold land for life without impeachment of waste, is not grantable wout deed.

Offices for the most part are not grantable without deed.

And yet some inferior offices, as stewards, bailiffs, and the like, are ; Offices.
or such officers a lord of a manor may retain by word without deed.

Co. 9.

Most chattels real and personal might be given and granted without Chattels.
deed.

And therefore if a man by word of mouth granted, gave or sold me *his lease for years*, the *wardship* of body and land, or the wardship of and that he had by reason of a tenure by knight's service, or by grant from the king, or granted or sold me trees standing upon his ground, the corn growing upon his land, his horse, sword, plate, or other household stuff; this is a good grant or gift. But the wardship of the body of an heir only, cannot be granted without.

So a next presentation cannot be granted without deed. *Perk.* § 57,
Bro. Donne 1. *Dyer* 10. '5 *H.* 7. 35, 36. *Plow.* 150.

(D) Things necessary to every good Grant.

Regularly these things are requisite in every good grant or gift :

1. That there be a *grantor*, donor, &c. and that he be a person able to grant, and not disabled by any legal or natural impediment.
2. That there be a *grantee*, donee, (a) &c. and that he be a person capable of the thing granted, and not disabled to receive it.
3. That there be a *thing* granted, and that the thing be such a thing as is grantable.

4. That it be granted in that order and manner the law requires : as where the thing is not grantable without deed, that it be done by deed.

And if it be done by deed, that the deed have apt words to describe and set forth the person of the grantor and grantee, and thing granted, &c. and that all necessary circumstances, as sealing and delivery, and every of seisin, and attornment, where it is needful, be observed.

5. That there be an agreement to and acceptance of the grant or thing granted by him to whom it is made, and for default in either of these particulars a grant may be void.

In acquirendo rerum dominio, scilicet quod donationes non valent, licet inceptæ, nisi sint perfectæ.

(a) A grant to *J. S.* or *J. N.* is bad for the uncertainty although it be delivered to *J. S.* for the delivery of the deed cannot make a void grant good or of effect.

(b) A thing that cannot begin without deed, may not be granted without deed ; a rent charge, fair, &c.

But

But if grants be very ancient, and things granted have been enjoyed according to the grant ever since the making of it, in this case the grant may be good notwithstanding some legal defect in some of these particulars. *Co. 73. Plow. 555. Perk. § 1. Bro. Grant 89. Supra Vol. 1.*

(E) *Who may be a Grantor.*

TWO things are requisite relative to the grantor:

First, That the grantor be a person able to grant.

Secondly, That if the grant be by deed, the grantor be sufficiently described and set forth, either by his proper name, or else by some other matter of distinction.

Note therefore, that whosoever may be a feoffor, may be a grantor.

And any *natural, politick, or corporate body* (not prohibited by law, as monk, friar, woman, covert, infant, and such like) may be grantor, donor, &c. and the grants of such persons will be good. *Perk. § 3.*

An alien may and is able to grant or give any thing that he is capable to have or take by grant or gift.

A person attainted of treason or felony may give or grant his land; and this is good against all others besides the king and the lord of whom his land is held.

And he may grant and give his goods to relieve himself in prison; and this will be good against all other, and the king and lord also.

A person outlawed in a personal action, may give or grant his goods or chattels, and the gift or grant will be good against all others but the king. *Perk. § 26.*

The queen may, without the agreement of the king, make grants, gifts, &c. of her lands or goods: but another woman that has a husband cannot give or grant her lands or goods without her husband's consent, unless it be in some special cases.

And although she recites by the deed that she is sole and not covert, yet this will not help.

And if the case be so, that by agreement between her and her husband there be a certain portion of her husband's lands or goods allotted unto her to dispose of and manage at her pleasure, yet she alone without her husband can make no good grant or gift of any part of these lands or goods.

But if she grants any thing by fine, and the husband does not avoid it during the coverture; this grant will bind her after his death.

And if she makes a gift or grant of her husband's goods, it is thought this is not good until her husband agrees to it. *Co. Lit. 3. Perk. § 8, 20, 41.*

An infant cannot make any gift or grant, &c. that is good but in special cases: for if he makes any grant or gift that takes effect by the delivery of the deed only; as if he grants a rent-charge out of his lands, or makes a feoffment with a letter of attorney, or gives livery of seisin

Natural or
politick bo-
dies.

Alien.

Person at-
taint or out-
lawed.

Feme covert.

Infant.

or gives or sells his horse, and the buyer or donee takes him himself; these are void *ab initio*. (a)

And if the grant or gift takes effect by the delivery of his own hand; as if he makes a feoffment, and gives livery of seisin himself, or sells a horse and delivers him with his own hands; this is voidable by the instant himself, or others that shall have his right, &c.

But if an infant grants any thing by fine; this must be avoided during his minority, or else it cannot be avoided at all. 9 H. 7. 24. 26 H. 8. 2. *Perk.* § 12, 13, 14, 19. 7 H. 4. 5.

All grants that are made by dures, are voidable by the parties themselves that make it, or others that have their estates, &c. Dures.

But if it be done by fine, it is good and voidable. *Perk.* § 16.

All gifts, grants, &c. made by deed in the country, by those that are *de non sane memorie*, are good against themselves, but voidable by those that are their heirs, executors, or have their estate; but if it be by fine, it is good and unavoidable. 4 Co. 123, 124. Non sane memorie.

A man that is born dumb, or dumb and deaf, if he has understanding, may by delivery of the deed and making of signs, make a good grant, gift, &c. Born dumb, &c.

But a man that is born deaf, dumb and blind, cannot. *Perk.* 25.

A bastard may give or grant as well as any other, after he has got a name by reputation. *Perk.* § 20. Bastard.

A parson may grant any thing belonging to his parsonage for no longer time than for his own life, and therein likewise but during his residence, although he has the consent of the patron and ordinary. Parson.

Neither the head without the members of a corporation, nor the members without the head, as dean without the chapter, or chapter without the dean, may give or grant any of the lands belonging to the corporation. *Perk.* § 31, 32, 33. Corporation.

One executor or administrator may give or sell any of the goods of the deceased, and this is good to bind all the rest. Executors.

For more concerning who may grant, &c. see before, Vol. 1.

(F) Of naming the Grantor.

THE name of the persons in grant is set down only to distinguish persons, and to make the person intended certain: and therefore notwithstanding it is best and most safe to describe the person by his true and proper name of baptism, and also by his surname; and if it be a corporation, by the true name whereby the corporation is made; yet mistakes in this case, unless they are very gross, will not make void the grant. *Nihil facit error nominis cum de corpore constat.*

And therefore if one that is a bastard has got a name by reputation

(a) If a parson, prebendary, or the like be within the age of 21 years, and grant lease of his benefice, within age, this shall bind him; for as he is admitted by the ecclesiastical law, to take a benefice within age, the law of England makes him capable to lease his benefice within age. *Bro. Age*, 82.

in the place where he lives, or another man has got another name by common esteem than his own right name, or is usually called by another name than his true name in the place where he lives; in these cases they may grant by this name, and the grant is good.

And if a man be baptized by one name, and after be confirmed by another, some have said he may grant by either of these names. *Sed quare.*

And if *John at Stile* grants by the name of *William at Stile*; this grant is good. *Et sic de similibus.* 6 Co. 63. Co. Lit. 3. Perk. § 41, 39.

And these grants are good, especially when there is some other addition to make it more certain; as when a duke, marquis, earl or bishop, grants by their names of honour or dignity, and grant without any name, or with a false name of baptism, as when the duke of *Suffolk* by the name of the duke of *Suffolk*, without any more words; or by the name of *William duke of Suffolk*, when his name is *John*; or the bishop of *Norwich* grants so: these are good grants, because there is but one such duke and one such bishop within the kingdom.

So if a dean and chapter, mayor and commonalty, grant by the name of their corporation without any addition of christian or surname; it is good. *Fitz. Grant.* 67. *Perk.* § 42.

And especially these grants are good when the true name appears in some other part of the deed; as when *John at Stile* recites by his deed that his name is *John at Stile*, and by the same deed grants by the name of *Thomas at Stile*. Or *Alice at Stile*, reciting by her deed that she is a feme covert, when in truth she is sole. *Perk.* § 40.

But if an ordinary man grants by his surname only without any name of baptism, or by his name of baptism without any surname at all: in these and such like cases for the most part of the grant will be void for uncertainty, unless there be some other matter in the deed to help it, or some other matter done *ex post facto* to supply it; for in some cases where the thing granted lies in livery, such mistake or uncertainty in the grant may be helped by the livery upon the deed afterwards. 3 H. 6. 26. *Perk.* § 38, 42.

And so also it is in the names of corporations; for if the variance and mistake by omission or alteration be only in some small matter, so as it is literal and verbal only, the grant will not be hurt by it. But if the mistake or omission be in the substance of the name, the grant may be void by it. And therefore if *Decanus & capitulum ecclesie cathed. sancte & individ Trin. Caerlil.* grants by the name of *Decanus ecclesie cathed. sancte Trin. in Caerlil & totum capitulum ecclesie pradi.* this is good: *et sic de similibus*: for if the sense still remains either expressly or by necessary implication, and the description be such as imports a sufficient and certain demonstration of the true name of the corporation according to the foundation thereof, it suffices. But if any of the substance or essence of the name be omitted *contra*. And therefore if a corporation, incorporated by the name of *Prapostii, &c. collegii regalis coll. beate Marie de Eton, juxta Windfor*, grant by the name of *Per & sociorum colleg. regalis coll. de Eton, &c.* leaving out *collegium & beate*; this grant is void. 6 Co. 65. 10 Co. 122, 124. 11 Co. 19. *Dyer* 110.

A corporation aggregate cannot grant to the head of the corporation. *Ld. Raym.* 775.

A grant to a knight by the name of esquire is void. *Ld. Raym.* 303.

A grant

A grant to a man by a wrong name may be good, *si constat de persona*, at the *demonstratio persone* must appear upon the face of the grant. *Ld. Raym.* 304.

For more concerning naming the grantor, see *Vol. 1. fol. 253. 260.*

(G) *Who may be a Grantee.* See 2 *Burr. Rep.* 731.

As to a grantee three things are requisite:

1. That the grantee be a person capable, *i. e.* that he be a person in being at the time of the grant, made, and not disabled by any legal impediment to take by the grant.

2. That if the grant be by deed, the grantee be sufficiently named, at the least set forth and distinguished by some circumstantial matter, and that he be so named or described as that he may be capable to take the name or description.

3. That he himself and not a stranger, takes by the same grant.

All natural, politick or corporate bodies that are not disabled by law, may be grantees; and all persons that may be grantors may be grantees; and some others that cannot grant or give, yet may take or receive. And a grant made to one, two, three, or twenty such persons, is good. *Co.*

Bodies natural and politick.

2, 3. *Perk.* § 42.

A grant of land, or rent in possession to the right heirs of *J. S.* *J. S.* being then living, is void; for there neither is nor can be any such person in *rerum natura*, for no man can be an heir to another that is living: but such a grant to one in remainder is good, if so be that *J. S.* dies before the particular estate ends, and before the remainder happens. If a grant be to him or her that shall be the first child of *J. S.* and he has no child at the time of the grant, this is void: so if a grant be made to the wife or child of *J. S.* when there is none such, it is void: if a grant be to *J. S.* and to his first-born son, or to *J. S.* and her first-born son; in these cases the grant is void as to the wife and son, and *J. S.* shall have all by the grant. *Co.* 101. 2 *Co.* 31. *Perk.* § 54.

An alien may be a grantee, but if any thing be granted to him where he is incapable; as an estate of lands in fee-simple for life or years, he cannot hold it, but the king will have it from him.

An alien.

A person attainted of treason or felony before or after attainder may be a grantee, but he cannot hold the thing granted; for if the king or lord will, he may have it from him. So also persons outlawed in personal actions may be grantees of lands or goods, but the king will have the profits of the lands and property of the goods. *Co. Lit.* 2. *Perk.* §

Persons attainted.

Outlawed.

A woman covert may be a grantee, but her husband may by his dissent avoid the grant; and yet if he does not avoid it in his lifetime, the grant will be good: and he that will have the grant to be void, must shew the husband did disagree to it. *Perk.* § 43. *Co. Lit.* 2.

Feme covert.

An infant may be a grantee, for this is presumed to be his advantage; and

Infant.

Vol. V.

C

and

Raym.

A grant

Men *de non
sans memorie.*

Bastard, per-
sons deform-
ed, &c.

Hermaphro-
dite.

Clerk con-
vict villain.

and yet at his full age he may agree to it and perfect it, or disagree to it, and avoid it without any cause shewed. *Perk. § 4. Co. Lit. 2.*

A man *de non sane memorie* may be a grantee as well as any other man, and it seems these grants cannot be afterwards avoided. But such men cannot be grantees of offices of trust and such like things. *Co. Lit. 2.*

A bastard, persons deformed, having human shapes, lepers, and such like, may be grantees of lands or goods, &c. as other men may be. *Ibid.*

An hermaphrodite may be a grantee according to the most prevailing sex. *Ibid.*

A clerk convict, and a man imprisoned, may be a grantee as well as another, and so also might a villain of the king, or of a common person; but he could not retain the thing granted, for the king or lord might have it from him if he would; neither could monks, friars, and such like persons, be grantees, for they were utterly disabled. *Co. Lit. § Perk. § 48, 51.*

For more as to this head, see Vol. 1. fol. 260. 268.

(H) Of naming the Grantee.

Regularly it is requisite that the grantee be named by his names of baptism and surname; and so it is most safe; and special heed must be taken to the name of baptism, for that a man cannot have two or more names of baptism, as he may of surnames. *Co. Lit. 3.*

And yet in some cases, though the name be mistaken the grant is good; as if a grant be to *J. S.* and *Em* his wife, and her name be *Emelin*, (*Bro Nefme* 9.); or a grant is made to *Alfrid-Fitz-James* (*Bro Confirmation* 30.); or a grant be to *Robert* earl of *Pembroke*, where his name is *Henry*; or to *George* bishop of *Norwich*, where his name is *John*, (*6 Co. 65. 27 Ed. 3. 85.*); or a grant be to a mayor and commonalty, or a dean and chapter, and mayor or dean is named by his proper name, (*Co. Lit. 3.*); or a grant be to *J. S.* wife of *W. S.* where she is sole: all these and such like grants are good; for in this case the rule doth hold *utile per inutile non vitiatur*. (*Dyer* 119.)

(a) And if one be baptized by one name, and after confirmed by another

(a) A conveyance was made to *Randolph Evers* knight, lord *Evers*, and in avoidance of this conveyance it was alleged, that at the time when it was made he was not known or reputed by the name of knight, and that he was not then knight, and whether this should make the conveyance void or not was the question: and it was agreed that the conveyance so made to *Ralph Edwards* knight lord *Evers*, was a good conveyance, and that the plea in bar to avoid the same was not a good plea, because where a thing is granted to one by such a name that cannot mean another person, this is good without any christian name expressed, and as the case was here, there was but one lord *Evers*, and therefore this was certain enough, for that the same did well *constare de persona*; and therefore no other addition here of knight (though false) notwithstanding, yet this false addition should not take away the description of the true person to whom the conveyance was made, but that he ought to have the same, being here sufficiently expressed by the name of lord *Evers*, and therefore it was held by the court unanimously that the conveyance was good and sufficient to carry the land unto lord *Evers*, though he was then no knight. *1 B. & P. 21. 666. lord Evers v. Strickland.*

her, yet a grant to him by his first is good ; and so also some think of a grant to him by his second name ; *sed quere* of this. Also when a bastard has got a name by reputation, a grant may be made to him by that name, and it is good. *Co. Lit. 3.*

If a grant be made to *W. at Stile*, by the name of *W. at Gappe* ; this is a good grant notwithstanding this mistake.

But where a grant intends to describe the person of the grantee by his proper name, and omits or mistakes his christian name or surname ; in this case for the most part the grant is void, unless there be some special matter to help it, as in the case before. And yet if the grant does not intend to describe the grantee by his own name, but by some other matter, there it may be good by a certain description of the person, without either surname or name of baptism. And therefore a grant to the wife of *J. S. primogenito filio*, or the second son, or to the youngest son, or *seniori puero*, or *omnibus filiis*, or *filiabus J. S. or omnibus* *heris J. S. or omnibus exitibus J. S.* or to the right heirs of *J. S.* or to the next of blood of *J. S.* In these cases grants made to these persons in these words are good, for the person is certainly enough described. And if a lease be made to *J. S.* for life, the remainder to him that shall come first to *Paul's* such a day, or to him that *J. S.* shall name in three days ; if in these cases any one comes to *Paul's* that day, or be named by *J. S.* within three days, and the particular estate long continues, this is a good grant of the remainder. *Id certum est quod certum reddi potest.* But if a grant be made in these words, *viz.* to four of the parishioners of *Dale* ; or *Deo & ecclesie de D.* or to two of the sons of *J. S.* and he has many sons ; or to *J. S.* or *W. S.* in the disjunctive : these and such like grants as these are utterly void for uncertainty. And if a gift or grant of goods be to the parishioners of *Dale* in these words, it seems this is good : but if a grant or gift of land be made to them by these words, it seems this is void. And also it is

a grant of goods to the churchwardens of the parish ; this is held to be good ; but otherwise it is of a grant of lands to them. A bastard is capable by that name whereby he is usually called, and therefore a grant to him by that name is good. And a right heir, or one that shall be the first issue of *J. S.* that has no child, is capable of remainder by that name, but of land in possession he is not capable by that name. And a bastard, as the reputed son of *J. S.* may take by a grant to *J. S.* and his issue. A bishop may take by the name of a bishop without any other name ; but if a grant made to the parishioners or inhabitants of *Dale*, or *probis hominibus de Dale*, or the commoners of such a waste, or to the lord and his tenants bond and free ; these are not good grants, although these persons are capable, yet they are not capable by these names. 9 *Ed. 4. 43. Fitz. Grant 23. Co. Lit. 3. Perk. §. 52.*

55, 56. *Bro. Grant. 65. Done 17. 31. Dyer 337.* If there be two grantees, and one of them takes by the deed, it is sufficient ; but if the grant be to one that is no party to one deed, and not to the grantee himself, in this case although the grantee and he to whom the grant is made be capable, and never so well described by their names, yet is the grant void ; for no grant can be made but to him that is party to the deed, except it be by way of remainder : and therefore a man makes a lease for term of life, and after the lessor grants to a stranger, that the tenant for life shall have the land to him and his heirs ; this grant is void. *Et sic de similibus.* And yet it seems in some cases,

Grants.

that if one of the grantees be party to the deed, that another grantee that is no party to the deed may take with him; and therefore the case was, *Robert gave the reversion of lands which Agnes his wife held for life to Stephen de la Moore, habendum post mortem dicte Agnetis in liberum maritagium cum Johanna filia ejusdem Roberti*: in this case it was adjudged, that although *Joan* was not named before the *habendum*, yet that she should take in tail with her husband. *Doct. & Stud. 94. Co. 15. Co. Lit. 21, 231. 5 Ed. 3. 17.*

For more concerning naming the grantees, see *Vol. 1. fol. 268.*

(I) *Of the Power of Grantees where the Grant is for the benefit of others*

ON a grant made to the warden and assistants of *S.* for the benefit of the inhabitants, for the ease of taxes and relief of the poor, it was decreed that they should not let or make any leases of the land without consent of the major part of the inhabitants of the place, it being for their benefit in general. *Chan. Ca. 269, 270.*

(K) *Of the Things granted. (a)*

AS to things granted observe these things :
First, that the thing whereof the grant is made be grantable, and that both in respect of the nature of the thing itself, and also of the estate that grants it; for in some cases although the thing for the quality of it be grantable, yet in respect of the estate and property that the owner has in it, it is not grantable.

Secondly, That if it be by deed, it be sufficiently distinguished and named.

Amongst things that are grantable, some are grantable *de novo*, and in their creation, but not transmissible nor assignable afterwards.

And some are grantable at first in their original creation, and assignable over afterwards from man to man *in infinitum*.

All things that may be granted by fine, and whereof a fine may be levied, may be granted over from man to man.

All things that are before observed to be grantable by or without deed are grantable over from man to man: and therefore all corporeal things that lie in livery, as manors, messuages, cottages, lands, meadows, pastures, woods, and the like, are grantable in fee-simple for life

Things in
livery.

(a) A thing in action, a cause of suit, right of entry, or a title for a copyhold broken, or such like, may not be given or granted to a stranger, but only to the tenant of the ground, or to him that hath the reversion or remainder. *Lit. 347. Co. Lit. 214. 270. b. 2 Cro. 179, 180. 1 Cro. 638, 639. Dr. Stud. Lib. 1. cap. 8. fol. 17. a.*

(b) *Vid. Vol. 1. fol. 285. Note b. contra*

years at first, and assignable over again at the pleasure of the grantee.

Also trees and emblements are grantable. And a man may grant the vesture or herbage, *i. e.* the grass of his ground, and not the ground itself.

And a man that is seised in fee of a house, may give or sell the timber, stone, &c. of the house, and the donee or grantee may take after the death of the donor. *Bro. Done* 10.

Also all incorporeal things that lie in grant, as rents, services, and the like, are grantable over in fee-simple, for life or years; and therefore rents or services reserved upon any estate, and rents granted out of land, are grantable over *in infinitum*. And if a man has a rent reserved in a particular estate, he may grant over parcel of it.

In grant.
Rents, services.

But a rent or service suspended cannot be granted. Neither can a man grant a rent issuing out of a rent. If a rent be granted to me, I may grant it over to a stranger before I be seised of it, and this grant is not void. But an annuity it seems is not grantable over after the first creation of it. And yet if an annuity be granted to *J. S.* and his assigns *pro consilio*, it seems this annuity is grantable over. *Perk.* § 91, 87, 101, 103. *Bro. Grant* 3. 3 *H.* 6. 20. 9 *H.* 6. 12. *Fitz. Grant* 45. *Co. Lit.* 144.

Advowsons are grantable in fee-simple, for life or years from man to man *in infinitum*.

Advowsons, &c.

Also the presentation to a church before the church is void, is grantable: But when the church is void, that turn is not grantable, for then it is in the nature of a thing in action.

Also rectories and tithes, and portions of tithes and pensions, are grantable from man to man *in infinitum*. *Stat.* 32 *H.* 8. c. 7. *Perk.* § 10.

Reversions and remainders are grantable from man to man in fee-simple, fee-tail, for life or years.

Reversions and remainders.

And if I have a tenant for life of three houses, I may grant the reversion of two of them.

And if I have the reversion of three houses and four acres of land, I may grant the reversion of two houses and of two acres of land.

And if a tenant in tail be of an acre of land, the remainder to his right heirs, he may grant over his remainder by itself; and yet it is such thing as the tenant in tail himself may bar by a common recovery.

But if a grant be of land to *J. S.* for years, the remainder to the right heirs of *J. D.* and *J. D.* is living; this remainder is not grantable so long as *J. D.* lives. *Perk.* § 73, 87, 88.

Common of pasture, of turbary, of fishing, or of estovers, are grantable in fee, for life or years from man to man *in infinitum*. *Perk.* § 103.

Common.

And yet if a common in gross and without number be granted to a man and his heirs, this is not grantable over to another man; but if common for a certain number of beasts be so granted, the law is otherwise; and that this is grantable over in case where the first grant is to the grantee and his assigns. *Per* two judges against one, *H.* 16 *Jac. B. R.*

Offices are grantable at first; but the great judicial offices of the kingdom, as the offices of the lord keeper, chief justices or chief baron, or any other of the justices and barons, and such like, are not grantable over to others, neither may they be executed by deputies.

Offices.

But

But the sheriff's office, although it be not grantable over, yet it may be executed by deputy. *Perk.* § 101. The reversion of an office is not grantable by a subject as it is by the king, yet a subject may grant an office *habendum* after the death of the present officer; and this is good. *Per* lord keeper and two chief justices, *M. 5 Car in Chan.* The inferior offices also that are offices of trust, especially if they concern the person of the grantor, howsoever they are grantable at first, yet they are not grantable over by the officer to any other, unless they be granted to them and their assigns; and of this sort are offices of steward, bailiff, receiver, sewer, chamberlain, carver, and the like; neither may these be executed by deputy but where the grant is so. *Co. Lit.* 233. *Perk.* § 101 (a)

An office is not grantable by parol, especially for life. *Ld. Raym.* 159.

Licences, authorities, &c.

Licences and authorities are grantable at first for the lives of the parties, or for years; but the grantees of them cannot assign them over. And therefore if power be given to me to make an award of livery of seisin, I may not grant over this power to another. And if licence be granted to me to walk in another man's garden, or to go through another man's ground, I may not give or grant this to another. *12 H. 7.* 25. *13 H. 7.* 13.

Possibilities.

A bare possibility of an interest which is incertain, is not grantable; (b) and therefore if one has a term of years in land, and by his will devises it to *J. S.* for his life, and afterwards to me for the residue of the years; or devises it to *J. S.* if he lives so long as the term shall last, and if he dies before the term ends, the remainder to me: In these

(a) As to grants of offices by bishops, vide *Sir John Trevelyan, v Bishop of Winchester*, 1 *Burr.* 219.

(b) There are two kinds of possibilities, the one a bare possibility, that which the heir has from the curtesy of his ancestor, and which is nothing more than mere hope of succession. Such a possibility undoubtedly is not the object of disposition; for if the heir were to dispose of it during the life of the ancestor, though it afterwards devolved on him from his ancestor, such disposition would be void. The other, a possibility or contingency, coupled with an interest, like the cases put in the context and other instances of contingent executory interests which might be stated. These are now considered as descendible, releasable, assignable, and deviseable in the same manner as vested interests: vide *Jones* and others, against *Roe*, lessee of *Perry*, 3 *Term Reports*, 88; et vide *Sir Marston duke Wivel's case*, *Hob.* 45. Tenant in tail of an advowson, and his son and he joined in a grant of the next avoidance. Tenant in tail died; and it was adjudged, that the grant was utterly void against the son and heir that joined in the grant, because he had nothing in the advowson, neither in possession nor right, not in actual possibility at the time of the grant. So where lands were demised to husband and wife for their lives, the remainder to the survivor of them for years, and the husband granted over this term of years and died; a question arose whether the wife or the grantee should have the term; and it was adjudged that the wife, not the grantee, should have it: because there was nothing in the one or other to grant over, until there was a survivor. And the law would have been the same if the wife had died, after the grant, and the husband had survived, yet he should have the term against his own grant; as if a lease were made for life, the remainder for years to him, which should first come to *PAUL's*. Should *A.* grant the term, and after be the first to come to *PAUL's*, yet the grantee should not have the term, because it was not in *A.* by any means, neither in interest or otherwise until he came to *PAUL's*. *Popham* 5.

cases, so long as *J. S.* lives, I cannot grant over this possibility. So if a lease be made to me and my wife for life, the remainder to the survivor of us, I may grant this remainder to another man; but such a possibility being coupled with some present interest, is grantable over; and therefore if *A.* has four houses in execution upon a statute, and by course of time it will endure thirteen years, and after two of the houses are sold by *elegit* for fifteen years; in this case he that has this execution upon the statute may assign over his interest in these two houses; for after the execution by the *elegit* is satisfied, *A.* shall have the two houses again until he be satisfied. The lord cannot grant the wardship of the heir if his tenant is living. 4 Co. 66. 5 Co. 24. Dyer 244. Perk.

90.

These things that are inseparably incident to others, are not grantable without the thing to which they are so incident and belonging; and therefore a court baron, which is evermore incident to a manor, is not grantable without the manor itself; common appendent to land is not grantable without the land itself to which it belongs; and common of estovers appendant to a house is not grantable without the house itself to which it belongs. 1 Ed. 4. 10 5 H. 7. 7. Perk. § 104.

Incidents.

A rent service, or other thing, whilst it is wholly in suspense, is not grantable; and therefore if the lord disseises the tenant, or the tenant enfeoffs the lord upon condition, the lord cannot grant over the seignior during this suspension. But if one has a rent in fee out of my land, and he purchases the same land for life or years: in this case the rent is grantable even whilst the estate of the land continues. So if the tenant makes a lease for years or life of the tenancy to the lord; in this case the lord may grant the seignior notwithstanding. And yet if the tenant makes a lease to another man for life, and the lord grants the seignior to his tenant for life in fee, in this case the grantee of the seignior cannot grant it over, because it was never in esse. 16 H. 7. 4. Co. Lit. 314. Bro. Grant 3. Perk § 83, 89.

Suspended things.

Franchises, as views of frankpledge, perquisites of courts leet, concordance of pleas, fairs, markets, goods of felons, waifs, estrays, hounds, ferries, or passages, warrens, and the like, are grantable over from man to man in fee, for years in infinitum.

Franchises.

Things in action, and things of that nature, as causes of suit, rights and titles of entry, are not grantable over to strangers, but in special cases; and therefore if a man has disseised me of my land, or taken away my goods, I may not grant over this land or these goods until I have seisin of them again. Neither can I grant the suit which the law owes to me for my relief in these cases to another man. So if I make feoffment to another man, on condition that if I do such a thing, I shall have the land again; in this case I may not before or after the time of performance of the condition grant over the condition to another. But all these things I may release to the parties themselves: for it is a maxim in law, that every right, title or interest in presenti or in futuro, by the joint act of all them that may claim any such right, title or interest, may be barred or extinguished. 5 Co. 24. 6 Co. 50. 10 Co. 48. Co. Lit. 214. Dyer 241. Perk. § 86, 87, 85. Bro. Grant 27, 24, 48.

Things in action.

And in some cases a grantee of a reversion may take advantage of a condition annexed to an estate for life or years. If a man owes me money on an obligation, or the like, I cannot grant this debt to another: but I may grant a letter of attorney to another man to sue for it and receive

ceive

ceive it, or I may grant the writing itself to another, and he may cancel it, or give it to the obligor. *Co. Lit.* 232. *Perk.* § 86.

A presentation to a church after the church is become void, is not grantable; for it is in the nature of a thing in action. *Dyer* 283.

And if a man takes my goods from me, or from another man in whose hands they are; or I buy goods of another man, and suffer them in his possession, and a stranger takes them from him; in these cases I may give the goods to the trespassor, because the property of them is still in me. *Perk.* § 92. *Fitz. Done* 3. 7.

Personal things.

Trusts and confidences, which are personal things, for the most part are not grantable over to others. And hence it is also that offices of trust and confidence are not grantable over but in some special cases where they are granted to a man and his assigns, or where they are granted to a man and his heirs. *Perk.* § 99. *Plow.* 379.

Intire things.

Some things are so intire that they cannot be severed by grant; and therefore if a man holds three acres of land of me at twelve pence rent, and I grant the services of the third acre; this is void, and he shall have all or none, for I cannot sever the tenure. But if a man holds land of me by homage, fealty, escuage, and a certain rent; in this case I may grant the rent, and keep the seignory. *Fitz. Grant* 19, 79.

Chattels real and personal.

All chattels real and personal regularly are grantable from man to man *in infinitum*, as leases for years, be they present or future, trees, (a) oxen, horses, plate, household-stuff, and the like. Also trees, grass, and corn growing and standing upon the ground, fruit upon the trees, wool upon the sheep's back, is grantable. *Dyer* 58, 305. *Plow.* 142, 147. *Perk.* § 90, 91.

If a man sells me ten loads of wood, in his wood to be taken by his assignment; or sells me three acres of wood towards the North side of the wood; by this grant in these words I have such an interest as is grantable over. 5 *Co.* 24.

If I make a lease by deed of a house to another, and therein it is agreed between us, that if the rent be not paid me by such a time, I shall enter into the house, and take and sell the goods there as my own to pay the rent; it seems this is a good grant of the goods, and that I may do according to the agreement.

And if one that holds land of me grants to me by deed indented, that I shall distrain for my service in all his land; this is a good grant. *Fitz. Bar.* 280.

Money.

A man may give or grant money; as if I deliver money, on condition that if he assures me of such land he shall have it, otherwise that he shall deliver it to me again; in this case if he makes the assurance he shall have the money, if not, I may have an account for it:—*Fitz. Grant* 6. *Fitz. Done* 11.

(a) By the grant of the trees by a tenant in fee simple, they are absolutely parted away from the grantor and his heirs, and vested in the grantee, and go to the executors or administrators, being in understanding of law divided as chattels from the freehold: and the grantee has power incident and implied to the grant to sell them, when he will, without any special licence; but the grantee cannot thereby dig and make saw-pits in the ground, or square the timber there, without a special authority for that purpose. *Hob.* 173.

Such things as are *ferre nature*; as conies, hares, deer, and such like, *ferre nature*. are not grantable at all. *Bro. Done* 34.

A parson of a church may grant his tithes for years, and yet they Tithes. are not in him. *Perk.* § 90.

A man may give or grant his deeds, *i. e.* the parchment, paper and Deeds. wax to another at his pleasure, and the grantee may keep or cancel them; and therefore if a man has an obligation, he may give or grant it away, and so sever the debt and it. So tenant in fee-simple may give or grant away the deeds of his land, and the executor in the first case, and the heir in the last case, has no remedy. But a tenant in tail of land cannot give or grant any of the deeds belonging to the land intailed, no more than the land itself. *Co. Lit.* 232. *Tran.* 38 *Eliz. B. R.* 25 *H. 8.* 5. 1 *H. 7.* *Dove's case.* 1 *H. 4.* 31. *Fitz. Bar.* 179.

One may give or grant apparel; and it is said if one makes apparel Apparel. for another, and put it upon him to use and wear, this is a gift or grant of the apparel itself.

If one grants to another all the wool of his sheep for seven years; Wool. this is a good grant.—*Perk.* § 90.

If one being a parson gives to another all the wool he shall have for tithes the next year; this is a good grant. *Fitz. Grant* 40.

If one grants to another his horse or his cow in the disjunctive; this is a good grant notwithstanding this uncertainty, and the donee shall have election, and by that make the grant good. *Bro. Done* 19. Horse, cow.

A man possessed of land for a term of two thousand years, granted the land to *D.* without mentioning any term, to the use of another for life, &c. The grant and limitation is void for uncertainty, it not saying, what estate or term was granted to *D.* 2 *Vern.* 684. A term.

The plaintiff's father was indebted to the defendant, and by deed granted him the guardianship of his children, with a covenant not to revoke the grant: And now the plaintiff an infant brought his bill to revoke it; but in regard there was a just debt owing to the defendant the guardian from the father, the court declared they would not restrain him from receiving the rents and profits of the estate, but only from abusing the infant's person.—1 *Vern.* 442. Guardianship.

The statute 12 *Car. 2. c. 24.* is, that the father may by deed grant the guardianship of his children from time to time.

For more concerning things granted, vide vol. I. fol. 275.

(L) Of the Estate, Property and Possession of the Grantor.

ANY estate that a man has in fee-simple, fee-tail, for life or years, in any lands, &c. or any rent or profit apprender out of the same, is grantable from man to man *in infinitum*. And he that has any such estate of lands, may charge it with any rent or profit to be taken out of it as long as the estate of the land does last; but an estate at will is not grantable over.

And if an estate be made to a man and his heirs without the word assigns, yet he may assign it at his pleasure, for assigns is included within heirs.

An

An *interesse termini*, i. e. a lease for years to commence *in futuro*, is grantable before the term begins, whether it be a lease of the land itself, or any rent or other profit out of it. 22 Ed. 4. 37. *Perk.* § 91.

The interest or estate that a man has by extent is assignable from man to man at pleasure. 4 Co. 64.

The reversion upon an estate-tail is grantable; and yet the tenant in tail in possession, by the suffering of a common recovery, may bar him in reversion of any fruit of it. 9 Co. 75. *Curson's case.* Co. 40. *Altonwood's case.*

If an estate be made of land upon condition; as if *A.* makes a feoffment to *B.* on condition that if *A.* pays 20*l.* he shall have the land again: in this case *A.* and *B.* together may at any time before the performance of the condition join together and grant this land, or charge it with any rent, &c. and this will be good; for it is a maxim in law, fee simple land may be charged one way or other. And in this case *B.* may grant over his estate alone, but it will be subject to the condition. And if *B.* grants a rent out of the land to a stranger, and after the condition is performed, and the feoffor enters; in this case he shall avoid the rent. But in this case *A.* cannot grant, for he has nothing but a possibility. Co. 147. 10 Co. 48, 49. *Lit. chap. Confirmation.*

If one infeoffs divers to the use of his son and heir upon condition, and before the time of performance of the condition the father and son join to grant or charge the land; this is a good grant or charge. Co. 14.

If the tenant in tail, and he that is next in remainder in fee join in the grant of a rent-charge in fee, and after the tenant in tail dies without issue; in this case this is a good grant and charge against him in remainder. And if *A.* bargains and sells land to *B.* by indenture, and before enrolment they join to grant a rent-charge to *C.* by deed; this is a good charge and grant, whether there be any enrolment or not. And so if a donor and donee in tail grant a rent charge out of the land, and then the donee dies without issue; in this case the grant is good to bind the donor. Co. *Lit.* 45. 10 Co. 48, 49.

If land be granted to two men, and to the heirs of their two bodies begotten; in this case although they have several inheritances after their death, yet neither of them can grant away his estate after his life, for they are divided only in supposition of law. Co. *Lit.* 182.

One coparcener of a seigniori may grant his part to a stranger. *Perk.* § 73. (a)

If two jointenants be of a plough land, and one of them grants to a stranger common of pasture for beasts without number to be taken in the same land; this is void. *Perk.* § 103.

If two jointenants be of a reversion, and one of them grants the whole; this is void for a moiety. If a man grants or charges that which is none of his, and that wherein he has no property, it being in the grantee or a stranger; the grant is void. And therefore if a man grants a rent-charge out of the manor of *Dale*, or grants a reversion of land, and in truth the grantor has nothing in the manor of *Dale*, or in

(a) If two executors have a term, and one of them grants to a stranger all which belongs unto him, the entire term passes; for each has an entire authority and interest in the term as executor. *Dyer.* 23. b. pl. 146.

the land; in this case the grant is void. And although the grantor afterwards purchases the manor, or the land, yet this will not make the grant good. But if the grant be by fine, or by indenture, there in some cases it shall be good by way of estoppel. And although the party recites that it is his own, yet this will not mend the case: And therefore if a man recites that he has a rent of 10 *l.* a-year, and then grants 1 *l.* a-year, parcel of it; in this case, if he has no such rent, the grant is void. *Perk.* § 80, 65. *Dyer* 10, 33.

A shepherd, bailiff or parker, cannot give or grant away the goods of his master without authority. And yet it seems the servant of a taverner or mercer may give or grant his master's wine or wares. And if a wife gives or grants the goods of her husband; this is a good grant or gift until the husband disagrees to it, and by his agreement it is made good for ever. *Bro. Donce* 56, 4.

If a man has a lease for years of land, and makes a lease for life of it, or charges it for longer time than the lease for years does last; in this the grant is good for so long as the lease for years does last, and no longer. But if he makes a lease for life and gives livery of seisin, he forfeits his estate. *Plow.* 524, 525.

Regularly a man cannot grant or charge that which is not in his own possession, although he has a right to it: And therefore if a man be dispossessed of his land, and before he has entered into or recovered the land, he grants or gives the land, or his right to the land, to a stranger, or grants a rent-charge out of the land to a stranger; in these cases the grants are not good. And yet such grants by fine may be good by way of estoppel; and by a release also the right may be extinct. *Co. Lit.* 14. *Perk.* § 65, 86.

But if one that has a reversion upon an estate for life grants a rent issuing out of this land; the grant is good, and the charge shall fasten upon the land after the estate of the tenant for life is ended. And if a man grants common, or rent, notwithstanding that a stranger take the rent, or use the common at the time of the grant, yet this grant is good, for a man cannot be out of possession of these things but at his pleasure. — *Perk.* § 92, 98. *Co. Lit.* 46.

And if a lease for years be made to me, I may grant away my estate before my entry; and if the lease be to begin at a day to come, I may assign over my interest before the day comes; for in this case the interest is in me from the time of making the lease. *Hil.* 18 *Jac.* *B. R.* per two justices.

Also I may give or sell my goods that I have not in possession; and therefore if a man takes my goods out of mine or another man's possession, I may afterwards give or grant these goods to him or another man; and this grant or gift is good. *Perk.* § 92, 93. *Fitz. Done* 3. *Bro. Done* 13. *Dyer* 30, 90. 4 *Co.* 62, 63.

A lessor cannot give or grant the trees growing on the ground of his lessee for life or years without the licence of the lessee, except they be first cut down by the lessee, or some other, for then he may. And if there be lessee for life, and the lessor give the trees growing on the ground, and after the lessee for life dies; in this case the donee cannot take them, because at the time of the gift a property of them was in the lessee. But if a tenant in fee-simple gives or grants the houses standing, or trees growing on the ground he has in possession; in this case the grantee or donee may take them after the death of the grantor, and that although they be not cut or taken down before his death. And yet if the tenant in

in tail gives or grants the trees growing upon his intailed land, and the donor dies before the trees be cut; in this case the donee or grantee cannot cut them afterwards. However if such a tenant in tail gives or grants his emblements of corn growing on the ground, the donee may cut and take them after the death of the tenant in tail. And if the tenant in tail gives or grants his trees, and dies before they be cut, and afterwards, before the issue in tail enters into the land, the donee or grantee cuts them and takes them away; in this case the issue in tail can bring no action of trespass against the donee or grantee for the trees. But perhaps if the trees be not removed off the ground, he may take them. *Dyer* 305. 20 *H.* 6. 22. *Perk.* § 59. 11 *Co.* 50.

If two *coparceners* be of an advowson, and the one presents, and then he grants the next presentation; this is a good grant, but by this grant passes the next he has to grant, for his companion must have the next: so if one be seised in fee of an advowson, and he has a wife, and he grants the third presentation; this is a good grant, but it shall be taken for the third he may grant, which is the fourth, for the wife is to have the third for her *dower*. *Dyer* 35. 15 *H.* 7.

(M) *The Words of a Grant. (a)*

DEDI & concessi are the most apt words for all kinds of grants, yet it may be by other words, and the grant as good as by those words.

The best way in grants is to grant by words of present time in the present tense, as well as in the preterperfect tense.

But a grant by words of the preterperfect tense only, as by *dedi & concessi* only without words of the present tense, is good. 35 *H.* 6. 11.

The words *give* and *grant* in a deed of things which lie in grant, amount to a grant, a feoffment, a gift, a release, a confirmation or surrender at the election of the party, and may be pleaded as a grant, as a release, or a confirmation, at his election. *Co. Lit.* 301. b. 2 *Saund.* 96, 7.

(N) *Of naming and describing the Thing granted; and therein of Election.*

BY the grant of *an acre* of land, or of any other thing by the name whereby it is called, the reversion of that thing, if the grantor

(a) The words of a grant are often not material if the intent be clear. As if one covenant and grant with another that it shall be lawful for him to take and carry away to his own use, such corn as shall be growing upon certain ground at the end of a term then existing therein; though the words are not by gift of the corn, yet they are equally good to transfer the property, because of the intent and common use, of such words. So a lease without impeachment of waste, for the like reason and not *ex vi termini*, gives the trees. *Hob.* 13:.

have no more than a reversion, that will pass. But it is not so *converso*.
4 Co. 122. Perk. § 114. 116. 10 Co. 106, 107. 11 Co. 47.
Vaughan 83.

And yet some have said, if one grants a thing in *possession* by the name of the *reversion* of the thing, this is good to pass the possession. *Quod non est lex*. Plow. 190. For if one makes a lease for years, and before the lessee enters, the lessor grants the land by the name of the reversion of the land; this grant is void. If one makes a lease for life of the demesnes of a manor, rendering rent, and after he grants the manor by the name of the manor; this is a good grant for the reversion of the demesnes as well as for the residue of the manor. But if one grants common by the name of the reversion of the common, it seems this is not good. And yet if one has common, and grants it for life, and during that estate he grants the common by the name of *totam illam communiam*, &c. Some hold this grant to be good. Co. Lit. 46.

Any thing may be granted by the name whereby it is and has been usually called of latter times within nine or ten years, or thereabouts, although it be an improper name, and not the ancient name of the thing, but a name newly gotten. And so a manor may pass by the name of a messuage or farm, or a farm or manor by the name of a messuage, if it be so usually called and reputed: so the great houses in London called *Exeter* and *Dorset* houses may be granted by those names. 6 Co. 65. 45 E. 3. 6. Bro. Grant. 7. Perk. § 116. Vaughan 71.

And if a man grants a pasture-ground by the name of a wood, or a wood by the name of a pasture-ground, and the things are called by those names; these are good grants of those things. And if one grants by the name of a *great field*, that which indeed is but a *little close*, but it is usually called by the name of a *great field*; this is a good grant of this thing. So if one grants by the name of a *plough-land* that which in truth is but an *acre* of land, or grants by the name of a *manor* that which is but a *plough-land*; these grants are good. And so it seems to be *converso*. But if a man grants a house or a messuage; by this grant an acre of land will not pass. 14 H. 8. 1. 27. H. 8. 2. (a)

By the grant of services a rent reserved upon an estate-tail will pass. Co. Lit. 150.

If a man makes a lease of an house to another for years, and the lessee divides it and makes two houses of it, and after the lessor grants the reversion of it by the name of one house; this is a good grant to pass it. And if one leases three houses to three several men at several times, and they divide them into twenty-nine tenements and households in them all; and the first lessor grants them by the name of three messuages; this is a good grant to pass them all. But if he grants by the name of fifteen messuages or tenements only, this is good for no more but for fifteen of the subdivided tenements. Per Cur' B. R. M. 7. Jac.

If one recites that he has a rent-charge issuing out of *Blackacre* and *Whiteacre*, and then grants the same rent, and in truth it issues out of

(a) A lease for years will not pass by a grant of *omnia terras et tenementa sua in Dale*; because lands and tenements imports freehold; but *contra* if one grant *omnia ferma sua*, for thereby a lease for years will pass. Bro. Grant. 155.

Blackacre only; or if he recites that it issues out of one acre when in truth it issues out of both; in both these cases the grant is good notwithstanding these mistakes. *Perk. § 72.*

If one be patron of the church of *St. Peter and Paul* in *D.* and he grants the next presentation of the church of *St. Peter*, or of the church of *St. Paul*; these are void grants to pass the presentation. *Brn. Grant 12.*

If one grants a rent out of *Whitacre* by the name of a rent out of *Blackacre*; this grant is void as to charge *Whitacre*. *Perk. § 79.*

If one has a manor called *Steeple Lavington*, and he grants it by the name of *West Lavington*, alias *Steeple Lavington*, by the alias, especially if the grant says *lying in Lavington*, and the manor of *Steeple Lavington* lies in that parish, and the grantor hath no other land there, it may be good. *Per C. J. Hutton and Yelverton, M. 3 Car. C. B. in Edward Crew's case, See 2 Leon. 205.*

If one grants all his lands which he has in *D.* in this manner, *all my lands in D. which I had of the grant of J. S.* this is a good grant of all his lands in *D.* although he had them not of the grant of *J. S.* but of the grant of another: but if the words be, *all my lands which I had by the grant of J. S. in D.* in this case the grant is not good to carry any other lands in *D.* but such as he had of the grant of *J. S.* *Agreed Mic. 2 Jac. in Brown's case.*

So if one grants in this manner, *all my manor of Sale in Dale which I had by descent*; and in truth he had it not by descent but by purchase; this is a good grant of the manor. So if one grants all his lands in *Dale*, and says no more; this is a good grant to pass all his lands there. But if one grants in this manner, *all my lands in Dale which I had by descent from my father*; (b) and in truth he had them not by descent but by purchase; this grant is void, and will not pass those lands. *Plow. 169, 395.* So was the opinion of *C. J. Popham, 2 Jac. B. R.*

So if I grant in this manner, *all my lands that I had by the attainder of J. S.* and in truth I had no land by that means: this grant is void. *Dyer 87.*

And if I grant after this manner, *all my lands in B. in the tenure of D. which I had of the gift of J. S.* and in truth it lies in *B.* and is in the tenure of *D.* but it was not purchased of *J. S.* this is a good grant to pass the land. *Adjudged Mic. 2 Jac. Brown's case.*

If a parish lies in two counties, viz. *Berks* and *Wilts*, and one grants in this manner, *all his close called Callis in the parish of Hurst in the county of Berks*; and in truth the close lies in the county of *Wilts*; this is a good grant to pass the close. But if one grants in this manner, *all his houses in the parish of St. Buttolph's extra Aldgate, late in the tenure of R.* where in truth he has no houses there, but he has some houses in *St. Buttolph's extra Aldgate*; this is a void grant. And yet if the grant be in this manner, *all that my house in the occupation of J. S. in St. Andrew's parish*; whereas in truth it is in the parish of *K.* but in the occupation of *J. S.* this grant is good to pass the house. But if it be thus, *all that my house in St. Andrew's parish in Holborn, in the occupa-*

(b) *Contra* if it were "which he had by descent from his son" for there the grantee shall have all his lands in *Dale*; because the further description is impossible. *Plowd. Comm. 170.*

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tion of J. S. and in truth it is in another parish, but in his occupation ; this grant is not good to pass the house. *Dyer* 299. 3 Co. 10.

A. by deed granted his hundred and manor of *Odyham* in *Hampshire*, and his manor of *Working* in *Surry*, and all his manors, lands and premisses in *Odyham* and *Working* aforesaid ; whereupon the question was, whether the grantor's manor of *Hartlerow*, which was within the hundred of *Odyham*, but not within the manor of *Odyham* or *Working*, should pass by this deed. And per lord chancellor King—An hundred is only a franchise consisting of a court called the hundred court, and probably has the return of writs, and by such grant the franchise passes, but not all the grantor's lands ; wherefore by the word (*hundred*) the manor of *Hartlerow* not being named in the grant, does not pass. 2 *Williams*, 399. 400.

If one grants in this manner, *my manor of Dale which appeareth by office found to be of the value of 10 l. per ann. and in truth in the office it is found at 20 l. per ann.* this grant is good notwithstanding this misposition. Per *Tanfield*, Hil. 2 Jac. B. R.

If one grants in this manner, *all my manor of W. late parcel of the possession of the abbot of S. and late in the possession of K.* and in truth it was never in the possession of K. this grant is good notwithstanding. But if the grant be thus, *omnia illa terras, &c. in tenura J. S. jacen'* *W. nuper prioratui de S. spectan'* ; and in truth the land lies in S. and not in W. this is no good grant to pass the lands in S. And if the lands to lie in W. but are in the tenure of J. D. and not in the tenure of J. S. the grant is void to pass the lands in the occupation of J. S. *Lasch*. 7 Jac. B. R. 2 Co. 32, 33. (a)

If one purchases lands of J. S. in T. and has no other land there, and he grants his land in T. late the land of R. S. or late the land of S. and mistakes or omits the christian name ; this grant is good notwithstanding this mistake. And so also it is where there is a blank left for the christian name. And if in this case he grants *all his lands* in T. and says no more ; this is a good grant to pass the land. And if one grants *all his lands* in D. called N. which were the lands of J. S. this is a good grant to pass the lands called N. though they were never the lands of J. S. But if the grant be of *all his lands* in D. which were the lands of J. S. by this none but those lands that were the lands of J. S. will pass. *Dyer* 376. Bro. Grant 92.

If one grants in this manner, *all my meadow in D. containing ten acres ; whereas in truth his meadow there contains twenty acres ; this is a good grant for the whole twenty acres.* So if one grants thus, *all those forty-seven acres of land by the sleight, whereof fifteen lie in D. twenty in E. and twenty-five in F.* and in truth all of them lie in F. and none of them in D. or E. this is a good grant to carry the whole forty-seven acres. *Dyer* 80.

(a) The principle upon which cases of this nature depend, seems to be this ; a thing be once well and fully named with certainty, although other circumstances annexed be mistaken, as the town in which a house is situated, or the tenant in whose occupation it is, or whose possession it is, yet the grant shall be good. But if the thing, granted be only described by the circumstances attending it, so that it is only to be known by the generality of the description, there, if any of the particulars fail, the grant will be void.

If

If of grants twenty loads of wood, and says in this grant, *for which twenty loads of wood he had sixteen loads by the grant of his father J. S.* and in truth J. S. did not grant any wood to him at all, or did not grant unto him sixteen loads only; this is a good grant of the twenty loads of wood notwithstanding this false recital. *Bro. Grant 69.*

If one grants his manor of *D.* and does not say in what town or towns it lies; this is a good grant. But it is best to say in what towns the manor does lie; but if it lies in divers places (as it may) and any of the places into which it goes be omitted, and the rest are set down, no part of the manor lying in the town that is not expressed will pass. *Bro. Grant 53. 7 H. 4 14. (a)*

If one grants a manor, and that which is but one manor, by the name of *the manor of A. and B.* this is a good grant of the manor. And so also it is if it be two manors; as if a man be seised of the manors of *Ryton and Conder* in the county of *Salop.* and he grants in this manner, *totum illud manerium de Ryton & Conder cum pertinen. in com. Salopie;* this is a good grant of both the manors; otherwise it is in case of the king *Co. 46.*

If one has a farm of land, meadow, &c. by lease called *Hodges*, lying within the parishes of *St. Stephen* and *St. Peter* in *St. Albans*; and he reciting the said lease, grants to *C.* his term and interest in the house, lands, &c. called *Hodges* in the parish of *St. Peter* in *St. Albans*; this grant is good only for so much as lies in the parish of *St. Peter*, and not for that which lies in *St. Stephen's*. But if he grants the farm, and does not say in what parish it lies; this is a good grant of the whole farm; as in the case before of a manor that lies in divers parishes. And if in the case here the farm lies within the parish of *St. Peter* only, the grant is good for the whole farm. If one recites, that whereas he hath such lands by forfeiture, or whereas such a one has an estate of his land, or whereas the grantee hath paid him 10*l.* or done him such service, or the like, and these things are not true, and afterwards he grants the land by apt words; this mistake in these cases will not hurt the grant. But otherwise it is in case of the king in some of these cases. *Per Cur. C. B. int. Plat and Sleep, Pas. 9 Jac. Bro. Grant 53.*

If one has a manor in which he has parks and fish ponds, and he grants the manor for life, except the game and fish, and after grants the reversion of the manor; this is a good grant of the game and fish also. *11 Co. 50. (b)*

If a grant be of *centum libratas terra*, or *50 libratas terra*, or *centum solidat. terræ*; these are good grants, and hereby passes land of that value, and so of more or less. *Co. Lit. 5.*

If a grant be of an acre of land covered with water, it is good. *Co. Lit. 4.*

(a) If one grant the scite of a manor, with all his lands to the said manor appurtenant, hereby all the demesne lands pass; but if it were with all the land pertaining to the scite, nothing passes but the manor place. *Orwen 51.*

(b) A man prescribes to have common appurtenant to the manor of *B.* for his beasts *levant and couchant* upon it, and grants this common to *A.* And the question was, whether this grant was good or not? And it was adjudged that he could not grant over, for he had it *quasi sub modo*, to wit, for the beasts *levant &c.* But common appurtenant for beasts may be granted over, *Drury v. Ke...* *2 Cur. 15. pl. 19.*

If a grant be of a certain portion of land or tithes, or of the fourth part of land or tithes, and there be a sufficient certainty in the description of it; this grant is good. And therefore if the grant be of the fourth part of the tithes and of the offerings of the church of *St. Peter*; this is a good grant. *Dyer* 84. 34 *Ed.* 3.

If one seised of an *advowson* in fee, grants to *J. S.* that as often as the church is void he shall name the clerk to the grantor, and he shall present him to the ordinary; this is a good grant of the advowson. *100. Grant* 101, 121.

A reversion may be granted by the name of a remainder, or a remainder by the name of a reversion, and such a grant is good; as if one grants lands to *J. S.* the reversion to *J. D.* this is a good grant of the remainder. *Dyer* 46. *Plow.* in *Hilt* and *Grange's* case.

If one makes a lease of land to husband and wife for their lives, and then grants the reversion of this by the name of the reversion of the land which the wife holds for life; this grant is void. So if one grants two for life, and after grants the reversion of one of them; this is void. *Fitz. Grant* 63.

A fulling or grist mill may be granted by the name of a mill only.

Aff. pl. 23.

If one grants in this manner, *all that his messuage, &c. and all the lands, meadows and pastures thereunto belonging*; this is a good grant, and certain enough to pass all the lands, meadows and pastures, usually occupied therewith. 27 *H. 6.* 2. *Plow.* 164. *Bro. Lease* 55. Incertainty.

If the lord grants his manor by the name of *his manor with a reversion of all his tenants*, or by the name of *the reversion of all his tenants and free which hold for life or years*, and does not name them by their particular names; these grants are good in these cases, and certain enough. *Fitz. Grant* 68. *Perk.* § 68.

If one grants land, and says not in what parish, county or village it is; yet if there be any other matter to describe it, it seems the grant is good enough, and it may be averred where it lies. But if there be no circumstantial matter in the grant to denote and decypher out where it is, the grant is void for uncertainty. And therefore if one grants his manor of *Dale*, or his lands in the occupation of *J. S.* or his lands that descended to *J. S.* or his lands that belonged to the priory of *S.* or the like; these are good grants, and certain enough. *Id certum est quod certum reddi potest.* *Bro. Grant* 53. 9 *Co.* 47. Place.

If there be a tenant for life of three houses and four acres of land, and he in reversion grant the reversion of two houses and of two acres of this land; this is a good grant, and has sufficient certainty in it. — *Perk.* § 73.

If a grant be uncertain altogether, and has not sufficient certainty in it, and cannot be made certain by some matter *ex post facto*, it is void. And therefore if there be lord and tenant of three acres of land by seal, and 12 *d.* rent, and the lord grants the *services of a third acre* to a stranger: this grant is merely void. *Perk.* § 67.

So if husband and wife hold an acre of land jointly of *J. S.* for their lives, and *J. S.* grants the reversion of an acre of land which the husband alone holds for life; this grant is void. So if there be lord and jointenants, and the lord grants the services of one of them to a stranger; this grant is void. *Perk.* § 68, 69.

So if one has twenty tenants that pay him 12 *d.* a-piece rent, and he

grants 5 s. yearly out of these rents, and does not say of what tenant; this grant is void for uncertainty. 9 H. 6. 12.

So if comfance of pleas be granted, and it is not said before whom; this is utterly void. So if one has two tenements, and grants the reversion of one of them, and does not say which; this is void for uncertainty. 44 Ed. 3. 17. Bro. Grant 52.

So if one grants *flowers* to another, and says not what nor how; this is void. So if one grants me so many of his *trees*, or of his *horses*, as may be reasonably spared; this grant is void. And yet if one grants me so many of his *trees* as J. S. shall think fit; it seems this grant is good. Dyer 91.

And if one grants me one hundred loads of wood to be taken by the assignment of the grantor, or to be taken by the assignment of J. S. these are good grants. So if one grants me three acres of wood towards the North side of the wood; this is a good grant, and certain enough. 5 Co. 24.

If one grants to one of the children of J. S. and J. S. has more than one, and he does not describe which he intends; this grant is void for uncertainty. Bro. Done 311.

If one grants to me a *rent* or a *robe*, *twenty shillings* or *forty shillings*, or *common of pasture* or *rent*, in the disjunctive, which is at first very uncertain; yet this grant may become good; for if I make my election, or be paid the rent, or perform the grant in either part; the grant is now become good. 9 Ed. 4. 36. Perk. § 74.

Election.

So if one be seised of two acres of land, and he leases them for life the remainder of one of them, and does not say of which, to J. S. in this case if J. S. makes his *election* which acre he will have, the grant of the remainder to him will be good. So it is when a man has two horses in his stable, and he grants to me one of his horses, but does not say which of them; in this case I may chuse which I will have; and in these cases when I have made my election, and not before, the grant is good. And if in these cases the grantee does not make his election during his life, the grant will never be good. Perk. § 76.

If one be seised of land, and leases it for years, rendering 10 s. rent, and after he grants a rent of 10 s. out of this land to a stranger; in this case although there be some uncertainty in the grant, yet this is a good grant of a rent of 10 s. but it shall be taken as a grant of a new, and not of the old rent, and therefore shall not take effect until the particular estate be ended. Bro. Grant 77.

(O) Of the Commencement and Limitation of the Estate granted.

IN some cases, although there be in a grant a good grantor and a good grantee, and a thing granted, and all these are duly and certainly described, yet the grant may be void for some fault in some other thing touching the grant; as,

First, In the Commencement of the Estate granted.

For if a man be possessed of a term of years, although it be an hundred years or upwards, and grants to another all the residue of his term

years that shall be to come at the time of his death; this grant is void for uncertainty, (a) And yet if a man possessed of such a term in fee, grants the land to another, to have and to hold to him after the death of the grantor fifty years, or for two hundred years; these are good grants; and in the first case the grantee shall have fifty years, if there be so many to come of the term of one hundred years at the death of the grantor; and in the last case the grantee shall have the land for the whole one hundred years, or so many of them as are to come at the death of the grantor. *Bro. Grant 154. Co. 155. Plow. 520.*

And if one grants any thing that lies in livery or in grant, and that is in effect the time of the grant in fee-simple, fee-tail or for life, and the estate is to begin at a day to come; this for the most part is void. However in most cases the livery of seisin will help it. But a lease for years to begin *in futuro* is good enough. *Dyer 58. 5 Co. 1.*

And if a lease be made to one for year, or for years determinable upon lives; and after a lease is made to another of the same thing, to have and to hold from the end of the former lease; this is a good lease, and the commencement certain enough. So if a lease be made of land to one for life, and after the reversion thereof is granted to another for life, *post mortem vel alio modo vacare contigerit*; this is good. *Paf. 7 Dennis's case.*

And if a lease be made to one for twenty years, if he lives so long, and after a lease is made to another, *habendum* after the end of the term granted to the lessee for twenty years, to be accounted from the date of the deed last made; this is a good grant for twenty years after the first term ended, and the words, *to be accounted, &c.* shall be rejected. *7 C. D. Craddock's case,*

And if one grants a rent to me, *habendum* from the time of my full age to my life, and I am at full age at the time of the grant; this grant is good for my life.

And if a feme sole has a lease for years, and takes a husband, and then he the husband grants the land to another, *habendum* after the term granted to the husband, &c. where in truth it was never granted to the husband by act of law, *viz.* the marriage; yet this is a good lease. *Plow. 6 Co. 36.*

And, In the Limitation of the Estate, or in the Habendum of the Grant.

And if a grant be to two *& heredibus*, without *suis*; this is void for incertainty; and yet a grant to one *& heredibus*, is good. *22 H. 6. 15. 28.*

And if a man grants two acres, to have and to hold, the one in fee-simple, the other in fee-tail, or the one in fee-simple, and the other for years, and does not set down which in fee-simple, &c. in certain; yet the grant is good, and the grantee has the election. And yet if one

Vid. contra 1 Roll. Abr. 848. pl. 1.

grants two acres to two men, *habendum* the one to the one and the other to the other, and says not which either of them shall have; this is void for uncertainty. *Perk. § 75, 77. Plow. 152.*

And if one has a reversion of land after a lease for years, and grants the land, *habendum* the reversion, or grants the reversion, *habendum* the land; this is good. *10 Co. 107. Plow. 147.*

(P) *What may or may not be granted by the same Deed.*

IF one grants his reversion of land to one, and by the same deed grants a rent out of the same land to another, and delivers the deed to both of them at one time; this is good, and shall enure first as a grant of the rent to one, and then as a grant of the reversion to the other. *Plow. 540.*

If one conveys land to another and the grantee by the same deed does grant a rent or common to the grantor out of the same land conveyed, this is as good as if it were by another deed. *Dyer 6.*

(Q) *Of several Grants of the same Thing.*

IF a man has granted a thing once, he cannot afterwards grant again; and therefore if a man gives or grants me a horse, first by word of mouth, and after grants him to me by deed; this second grant is void; and therefore if there be any fault in this grant in writing, it is not material. And if a man grants to me common of pasture within a number in his ground, and after makes the like grant to another; the second grant is void as to me, although it be good against the grantee. And if one grants the next presentation (a) a church after the death of the present incumbent, and after grants the same to another; or makes a lease of land to one for ten years, and after makes a lease of the same land to another for the same ten years; or gives a horse to one, and after gives the same horse to another; in all these cases the second grant is void. But if the first grant or gift be only of part of the thing granted afterwards, or a part of the time only, the second grant will be good for the overplus. And therefore if one be seised of a manor, and demises ten acres of the demesne for ten years, and after demises

(a) But if a man seised of an advowson in fee, take a wife, now by act in law the wife is intitled to a third presentation, if the husband dies before her; yet, if the husband grants the third presentation to another, and dies, the wife shall present twice, the wife shall have the third presentation, and the grantee shall have the fourth; for in this case, it shall be taken the third presentation which he lawfully grant; and so note a diversity between a title by act of law, and by act of the party, for the act of law will work no prejudice to the grantee; but by act of the party, the grantee shall not have the second avoidance by destruction to have the next avoidance which the grantor might lawfully grant; the grant of the next avoidance does not import the second presentation. *Perkins al. Eglish. Br. 52. Dyer 282, 283. Co. Lit. 378. b. Cro. Eliz. 791. Dyer 38.*

whole manor to another for twenty years ; this is a good grant for the surplus of the manor besides the ten acres presently, and for the whole manor for the last ten years. So if the second grant be to begin after the first is determined, it is good. And if the second be such as may be satisfied and not impeach the former, both shall stand good. And therefore if one that has an advowson grants the next presentation to one, and then he grants the next presentation to another, and does not say *after the death of the incumbent* ; in this case the second grant is good, and the grantee thereby shall have the second avoidance after the death of the present incumbent. *Dyer* 35, 350. *Perk.* § 102. *Lit.* § 298.

(R) Of Omissions of Ceremonies, &c. required in Grants.

In some cases, although there be no fault in the grant, yet it may become void for want of some other matter that ought to be done, as *inrolment*, *livery of seisin*, *attornment*, &c. for where any of these things is requisite, the grant is not good until it be had, neither for that thing which will not pass without that ceremony, nor yet for that which otherwise would pass by the deed. And therefore if a feoffment be made of a manor to which an advowson is appendant, and no livery is made, so that the manor does not pass, the advowson will not pass neither. 21

What shall be said a good Grant in the Nature of a Release or Discharge, or not.

If one makes a feoffment with warranty, and after the feoffee grants to the feoffor, that neither he nor his heirs shall vouch the warrantor nor his heirs upon the warranty ; this is a good discharge of the benefit of the voucher, and bars the feoffee of it ; and yet he may bring a *warrantia* still. So if one grants to me a rent charge, and afterwards I grant to him that he shall not be sued for the rent ; this is a good grant to bar me of bringing an annuity for the rent ; and yet I may distrain for the rent still : And so *e converso*, if I grant to the grantor, he shall not be distrained for the rent ; by this I am barred of a distress, but not of distraining an annuity for the rent. So if the lord grants to his tenant hold by knight's service, that his heirs shall not be in ward, &c. or a man grants to his debtor that he will not sue him for the debt at all, or until a time ; or one grants to his lessee for life or years, that he shall not be impeached for waste ; all these are good discharges, and may be pleaded by way of bar to avoid circuity of action. 7 H. 6. 14. 21 H. 7. *Perk.* § 69. *Bro. Grant* 175. *Kelw.* 88.

(T) Of void Grants.

In some cases a grant or gift may be void, at least to some persons and purposes, when there are none of the defects aforesaid in it : as when

Grants.

when it is made upon a corrupt contract, or to the end to defraud creditors of their debts, or purchasers of their lands bought, or the like.

(U) *How Grants shall be construed.*

EVERY grant and covenant shall be taken most strongly against him who makes it, because he is presumed to receive a valuable consideration for what he parts with. *2 Roll. Abr. 56.*

And if it cannot take effect as to the parties, it shall take effect as may, rather than the deed or grant shall be void. *T. Raym. 142.* Or by another way than what the parties designed. *Lucas 35.*

And if the words have a double signification, this shall extend to the disadvantage of him who speaks them, and shall be construed most to the advantage of the other. *T. Raym. 142.*

Grants must be construed in this manner:

First, They must be beneficial to the taker.

Secondly, They are never void where the words may be applied to the intent.

Thirdly, The words must be construed according to the intent of the parties, and not otherwise. *Plow. 160. b.*

The law will never make any construction against the purport of a grant to the prejudice of any, or against the meaning of the parties. *Co. Lit. 313. a.*

Where the grant is impossible to have effect according to the letter, there the law makes such a construction as the grant by possibility may take effect. *Co. Lit. 183. b.*

PRECEDENTS OF

Grants.

A Grant of Reversion.

THIS Indenture, made, &c. Between *J. F. &c.* of the one part and *R. C.* of, &c. of the other part, *Witnesseth*, that the said *J. F.* for and in consideration of the sum of, &c. *Hath* granted, sold, conveyed, and by these presents *Doth* fully, clearly and absolutely grant, bargain and sell unto the said *R. C.* his heirs and assigns forever, *All that* his right, title, use, interest, reversion, and remainder of and in all and singular, &c. now or late in the tenure or occupation of, &c. which said messuage and other the premises with the appurtenances *J. F.* hath, should or ought to have, by and after the decease of *A. B.* brother of the said *J. F.* which said messuages, &c. *R. B.* brother

of the said *A. B.* deceased, by his last will and testament, devised, willed and bequeathed unto the said *A. B.* for and during the natural life of the said *A. B.* and the immediate reversion or remainder thereof, to the said *J. F.* and his heirs for ever, together with all deeds, evidences, charters, rescripts, writings and muniments, which he the said *J. F.* or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said messuage, &c. or any part thereof: All and singular which said deeds, evidences, charters, &c. the said *J. F.* hath already delivered unto the said *R. C.* at and before the enfealing and delivery of these presents; *To have and to hold* the said reversion and remainder, and all estate, right, title, interest, &c. of the said *J. F.* of, in and to the said messuage, &c. before by these presents granted, bargained and sold, or meant, mentioned or intended to be hereby granted, bargained and sold, and every part thereof, immediately from and after the decease of the said *A. B.* unto the said *R. C.* his heirs and assigns for ever; *And* the said *J. F.* for himself, &c. doth covenant, &c. that the said *J. F.* at the day of the date of these presents, is lawfully seised of and in the reversion and remainder of the said messuage, &c. immediately from and after the decease of the said *A. B.* of a true and perfect state of inheritance in the law in fee to his own use, without any manner of condition, mortgage or redemption: *And further*, that the said reversion or remainder of the said messuage, &c. from, by and after the decease of the said *A. B.* and at the day of the date hereof, are and be, and so at all times from henceforth shall be and continue, free, clear and lawfully acquitted, exonerated and discharged and saved harmless by the said *J. F.* his heirs, executors and administrators, of and from all and every former and other bargains, sales, gifts, grants, leases, statutes merchant and of the staple, recognizances, jointures, dowers, wills and of rents, and of and from all and all manner of incumbrance or demand whatsoever, had, made, committed or done by him the said *J. F.* or any other person or persons, by his authority and procurement. *In Witness* whereof, &c.

A short Grant of an Annuity by Deed Poll,

TO all Christian people to whom these presents shall come, *A. B.* of *G.* in the county of *S.* Esq. sendeth greeting. *Know ye*, that the said *A. B.* for divers good causes and considerations him hereunto moving, *Hath* given, granted and confirmed, and by these presents *doth* give, grant and confirm unto *E. T.* and *G.* of, &c. *one annuity* or annual rent of five pounds of lawful money of *Great Britain*, to be well and truly paid unto the said *E. T.* and his assigns, from and immediately after the decease of the said *A. B.* out of all and singular that and those the messuages, lands and tenements, with their and every of their several and respective appurtenances, situate, lying and being in *P.* late in the possession of *L. M.* called or known by the name of *H.* tenement; *To have and to hold*, receive, perceive and take the said annuity or annual rent of 5 *l.* by the year to him the said *E. T.* and his assigns, from and immediately after the death of the said *A. B.* for and during the term of sixty years, if the said *E. T.* shall so long live, the same to be had, taken,

Consideration.
Grant.

Habendum for 60 years, if grantee so long lives.

received

Grants.

Clause of
distress.

received and paid by and to to him the said *E. T.* and his assigns, at the feast days of *St. Martin*, and *Pentecost*, by even and equal portions; the first payment thereof to begin and take commencement at such of the said feasts as shall first and next happen after the decease of the said *A. B.* &c. with a clause of distress, &c. as in the next grant.

A Grant of an Annuity, to commence after Death of Grantor, by Indenture, with Power of Revocation.

Considera-
tion.

Grant.

Habendum.
After life of
grantor for
grantee's life.

Clause of
distress.

Power of re-
vocation.

THIS Indenture, made, &c. Between *R. M.* of *S.* &c. of the one part, and *M. N.* one of the younger sons of the said *R. M.* &c. of the other part, *Witnessth*, That the said *R. M.* as well by force, virtue and power, and according to the tenor and liberty of one proviso or clause in that behalf mentioned or specified, in one pair of indentures, bearing date, &c. made between the said *R. M.* of the one part, and *T. R.* of, &c. of the other part, as otherwise, *Haith* given, granted and confirmed, and by these presents *Doth* by the liberty and power aforesaid, give, grant and confirm unto the said *N. M.* and his assigns, one annual or yearly rent of 10 *l.* of good and lawful money of *Great Britain*, to be issuing out of all and singular the manors, lands, tenements and hereditaments of the said *R. M.* situate, lying and being in *D.* or elsewhere in the county of *C.* To have and to hold the said annual or yearly rent of 10 *l.* unto the said *N. M.* and his assigns, from and immediately after the decease of the said *R. M.* for and during the natural life of the said *N. M.* the same to be paid at the two several feast days of the Annunciation of the Blessed Virgin *Mary*, and *St. Michael* the Archangel, by even and equal portions; the first thereof to begin at such of the said feasts as shall first happen next after the decease of the said *R. M.* And if it shall happen the said annuity or annual rent of 10 *l.* or any part thereof shall be behind or unpaid in part, or in all, at any of the said feast days in which it ought to be paid as aforesaid, being lawfully demanded, that then, and so often it shall and may be lawful to and for the said *N. M.* and his assigns, into any the manors, lands, tenements and hereditaments of the said *R. M.* or into any part or parcel thereof, to enter and distrain for the said annuity or annual rent of 10 *l.* or such part thereof as shall so happen to be behind in arrear, or unpaid, and the distress or distresses there found, to take, drive, lead or carry away, and to detain, hold and keep, until the said *N. M.* of the said annuity or rent, of 10 *l.* with the arrearages thereof, if any such be, shall be fully satisfied and paid. *Provided nevertheless* and upon condition, that if the said *R. M.* shall, at any time during his natural life, pay or tender unto the said *N. M.* or to any other person or persons, the sum of twelve pence or more, of lawful money of *Great Britain*, with intent and of purpose to revoke, make frustrate or make void the said annual rent, or the grant thereof, that then and from thenceforth this present deed, and all and every the gift, grant and limitation of the rent aforesaid, and the said annual or yearly rent, so by these presents given, granted or mentioned to be granted, shall cease and be void, frustrate and of no farther force or effect in the law; any thing in

These presents contained to the contrary in any wise notwithstanding. In
Witness, &c.

A Grant of an Annuity or Rent for Years.

THIS Indenture, made &c. Between J. F. &c. of, &c. of the
one part, and R. C. of, &c. of the other part, *Witnesseth*, that
the said J. F. for and in consideration of the sum of 100 l. of lawful
money of Great Britain, to him paid by the said R. C. before the en-
sealing and delivery thereof, the receipt whereof he doth hereby acknow-
ledge, and thereof doth by these presents for ever acquit and discharge
the said R. C. his executors, administrators and assigns, *Hath* given,
granted and confirmed, and by these presents *Doth* give, grant and con-
firm, for him and his heirs, unto the said R. C. his executors, admini-
strators and assigns, *one annuity* or yearly rent-charge of 40 l. of law-
ful money of Great Britain, to be issuing and going out of all those lands,
&c. with their and every of their appurtenances in B. in the county of
C. *To have and to hold*, perceive, receive and take the said annuity or
yearly rent-charge of, &c. unto the said R. C. his executors, admini-
strators and assigns, from the day of the date of these presents, for and
during the full term of twenty years now next ensuing, and fully to be
complete and ended, if the said R. C. shall so long live, to be paid at
the four most usual feasts or terms in the year; that is to say, at the feast of,
&c. by even and equal portions. *And* the said J. F. for himself, his heirs,
executors, administrators and assigns, and for every of them, doth cove-
nant, promise and grant, to and with the said R. C. his executors, admini-
strators and assigns, that if the said yearly rent of, &c. shall happen to be
behind and unpaid in part or in all, for the space of ten days after any of
the days before limited for the payment thereof, being lawfully demand-
ed, that then he the said J. F. his, &c. shall forfeit and pay unto the
said R. C. his executors, administrators or assigns, the sum of 40 s. for
every failure of payments of the said annuity or rent-charge on the said
days before appointed for the payment of the same; *And also*, that it
shall and may be lawful to and for the said R. C. his executors, admini-
strators and assigns, from time to time, from and after the said feast days
appointed for payment of the said annuity or rent-charge, if the same be
not then paid, to enter into and upon the, &c. and distrain, as well for
the said yearly rents as for the said sum or sums of money which shall
happen to be forfeited in manner and form aforesaid. *And* the said J. F.
for himself, his, &c. doth covenant, promise and agree, to and with
the said R. C. his executors, administrators and assigns, that he the said
J. F. at the time of the enfealing and delivery of these presents, is sole-
ly, rightfully and absolutely seised in his demesne as of fee to his own
proper use and behoof, without any manner of consideration, limitation
of any use or uses to alter, change or determine the same, of and in the
said, &c. and all other the premises above-named, with their appurte-
nances, and of every part and parcel thereof; *And* that he now hath
full power and lawful authority to charge all the said premises with the
appurtenances, and every part thereof, with the said annuity or yearly
rent of, &c. in manner and form aforesaid; *And also* that the said, &c.

Considera-
tion.

Grant.

Habendum for
years, if
grantee lives.

To forfeit
40 s. for every
failure in
payment.

Clause of dis-
tress for the
annuity and
forfeiture.

Grantor law-
fully seised;

and hath
power to
grant.

and

That the pre-
misses shall
remain liable
to distress.
For further
assurance for
four years.

and all other the premisses now are, and at all times during the said twenty years shall remain, continue and be liable (if the said *R. C.* shall so long live) to the distress and distresses of the said *R. C.* his executors, administrators or assigns, as the case shall require, for and concerning the said yearly rent or penalties in these presents before-mentioned. And the said *J. F.* his executors or assigns, shall and will from time to time, and at all times during the space of four years next ensuing the date hereof, at the reasonable request, and at the costs and charges in the law, of the said *R. C.* his executors, administrators or assigns, make, acknowledge and do, or cause to be made, acknowledged and done, all and every such further reasonable and lawful acts, thing and things, devise and devises in the law whatsoever, for the farther, more perfect and better assurance and conveyance of the said annuity or yearly rent-charge of, &c. to the said *R. C.* his executors, administrators or assigns, for and during the said term of twenty years, if the said *R. C.* shall so long live, according to the true intent and meaning of these presents, as by the said *R. C.* his executors or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. *Witness* whereof the said *J. F.* hath given and delivered unto the said *R. C.* 5*s.* of lawful money of *Great Britain*, in the name of seizure of the aforesaid annuity or yearly rent-charge of, &c. before mentioned; And also the said *J. F.* and *R. C.* have hereto interchangeably set their hands and seals, the day and year first above written.

A Grant of the Moiety of an Annuity during Life.

Considera-
tion.

Grant.

Habendum for
20 years.

THIS Indenture, made, &c. *J. F.* of, &c. and *F. J.* of, &c. of the one part, and *R. C.* of, &c. of the other part, *Witnesseth* that the said *J. F.* and *F. J.* for and in consideration of the sum of 800*l.* of lawful money of *Great Britain*, to them in hand paid by the said *R. C.* at or before the enfealing and delivery of these presents, the receipt whereof, they the said *J. F.* do hereby acknowledge, and thereof, and of every part thereof, do, and each of them doth release, acquit and for ever discharge the said *R. C.* his heirs, executors and administrators, and every of them by these presents; *Have*, and each of them hath granted, bargained, sold and confirmed, and by these presents *Do*, and each of them doth, fully and absolutely grant, bargain, sell and confirm unto the said *R. C.* one annuity or annual rent of 100*l.* by the year, being the moiety or half part of one entire annuity or annual rent of 200*l.* by the year, arising, due and payable unto the said *J. F.* and *F. J.* out of the manor of *A.* or out of any part or parts thereof; *To have and to hold* the said annuity or annual rent of 100*l.* herein before mentioned to be bargained and sold, unto the said *R. C.* and his assigns, from the, &c. last past before the date of these presents for and during the term of fourscore years, if he the said *R. C.* shall happen so long to live, in as large, ample and beneficial manner to all intents and purposes, as they the said *J. F.* and *F. J.* or either of them now hath, ever had, or could, or might, or can, or may in anywise grant, bargain or sell the same, to the only use and behoof of the said *R. C.* and his assigns. And the said *J. F.* and *F. J.* the said annuity

rent of 100 *l.* herein before mentioned to be bargained and sold, against themselves and all other persons lawfully claiming or to claim the same, or any party thereof, by, from or under them, or either of them, unto the said *R. C.* and his assigns, shall and will warrant and defend by these presents. And the said *J. F.* and *F. J.* do for themselves, and each of them doth for himself, their and his heirs, executors and administrators, and every of them, covenant, promise and grant to and with the said *R. C.* his executors, administrators and assigns, and every of them, by these presents in manner following, (that is to say) that they the said *J. F.* and *F. J.* or one of them, for and notwithstanding any act or thing by them heretofore done or suffered to the contrary, have or hath in themselves, or one of them, at the time of their sealing of these presents, good right and lawful authority, to grant, bargain and sell unto the said *R. C.* and his assigns, the said annual rent of 100 *l.* by the year, in such manner and form as is herein before mentioned. And further, that the said *R. C.* and his assigns, shall and lawfully may, during the said term of, &c. if the said *R. C.* shall so long live, peaceably and quietly have, hold, enjoy and receive, retain and keep the said annual rent or sum of 100 *l.* by the year before granted, without the lawful let, suit, trouble, denial or disturbance of, or by the said *J. F.* and *F. J.* or either of them, or of or by any other person or persons lawfully claiming, by, from or under them, or either of them, their or either of their estate, right or title. And further, that the said bargained premises were, are and be, and so shall remain and continue to the said *R. C.* and his assigns, during the said term of 80 years, if the said *R. C.* shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said *J. F.* and *F. J.* or one of them, their or one of their heirs, executors or administrators, sufficiently saved harmless and indemnified of and from all former and other gifts, grants, bargains, sales, leases, jointures, dowers, statutes, judgments, recognizances, titles, troubles and incumbrances whatsoever, at any time heretofore had, made, committed or suffered, by them the said *J. F.* and *F. J.* or either of them. And the said *J. F.* and *F. J.* do for themselves, their heirs, executors and administrators, and every of them, covenant and promise to and with the said *R. C.* his executors, administrators and assigns, and every of them by these presents, that the said *J. F.* and *F. J.* and all and every other person and persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful estate, right or title in or unto the said bargained premises, or any part thereof, by, from or under them the said *J. F.* and *F. J.* shall and will, at any time during the space of five years next after the date of these presents, if the said *R. C.* shall so long live, at and upon the reasonable request, and at the proper costs and charges in the law, of the said *R. C.* and his assigns, make, acknowledge and execute to the said *R. C.* and his assigns, all and every such further and other lawful and reasonable act and acts, devise, conveyance and assurance in the law whatsoever, for the better holding and enjoying of the said 100 *l.* herein before granted, according to the true meaning of these presents, as by the said *R. C.* and his assigns, or any of them, or his or their counsel learned in the law, shall be devised, advised or required; so that such person or persons, who are to make such further assurance as aforesaid, be not therefore compelled to travel farther than to the cities of *London* or *Westminster*, which said other assurances, so to be had and made as aforesaid, shall

Covenant of
Warranty.

Hath power
to grant.

For quiet en-
joyment.

Premises
shall continue
free from in-
cumbrances,
&c.

For further
assurance du-
ring 5 years.

be

Grants.

be and enure, and shall be judged and taken to be and enure, and by the parties is hereby so declared, to the only use and behoof of the said *R. C.* and of his assigns, and to no other use or purpose whatsoever.—
In Witness, &c.

A Grant of Rent-Charge.

Consideration. **T**HIS Indenture, made, &c. Between *J. F.* of, &c. of the one part, and *R. C.* of, &c. of the other part, *Witnesseth*, that the said *J. F.* for and in consideration of the sum of, &c. to him in hand paid before the enfealing and delivery hereof, by the said *R. C.* the receipt whereof he the said *J. F.* doth acknowledge, and thereof, and of every part thereof, doth acquit and for ever discharge the said *R. C.*

Grant. *Hath* given, granted and confirmed, and by these presents *Doth* give, grant and confirm unto the said *R. C.* one annuity or yearly rent-charge, of, &c. to be had, taken and received, out of all and singular the messuages, &c. of the said *J. F.* within the kingdom of *England*, to be paid at the four most usual feasts or terms in the year, (that is to say), &c. the first payment thereof to be made and to begin on, &c. *To have, hold,* receive, take and enjoy the said annuity or yearly rent-charge of, &c. unto the said *R. C.* his, &c. from the day of these presents, until the full end and term of, &c. And if the said annuity or yearly rent-charge of, &c. shall happen to be behind and unpaid in part or in all after any of the said feast days above limited for the payment of the same, the said *J. F.* for himself, &c. doth covenant, &c. that then it shall and may be lawful to and for the said *R. C.* his, &c. into all and singular the said messuages, &c. or into any part thereof to enter and distrain both for the annuity aforesaid, and the arrearages thereof, (if any be) and the distress and distresses then and there found and taken to keep and detain, until the said annuity, and all arrearages thereof, shall be fully satisfied, contented and paid unto the said *R. C.* his, &c. And the said *J. F.* his, &c. shall and will from time to time, and at all times during the said term of, &c. well and truly pay or cause to be paid to the said *R. C.* his, &c. or some of them, the said annuity or yearly rent of, &c. in manner and form aforesaid, according to the true intent and meaning of these presents. *In Witness, &c.*

Habendum.

Clause of Distress.

Of an Annuity for Life out of a Real Estate and Demise of the said Premises for a Term of Years, as a Collateral Security.

P. rties. **T**HIS Indenture Tripartite, made, &c. Between *Z. B.* of, &c. and *T. M.* of, &c. gent. of the first part, *A. M.* of, &c. gent. of the second part, and *J. E.* of, &c. hop-factor (a trustee nominated by, for and on the behalf of the said *A. M.*) of the third part, *Witnesseth*, that for and in consideration of the sum of 300*l.* of, &c. to the said *T. M.* in hand well and truly paid by the said *A. M.* at, &c. the receipt, &c. and to the intent to secure payment of one annuity or yearly

Consideration.

rent-charge of 30*l.* to the said *A. M.* and his assigns, during his life, in such manner as herein after is for that purpose mentioned, and for divers other good causes, &c. He the said *Z. B.* hath given, granted and confirmed, and by these presents he the said *Z. B.* for himself and his heirs, doth freely, clearly, and absolutely give, &c. unto the said *A. M.* and his assigns, during his natural life, one annuity, annual sum or yearly rent-charge of 30*l. per ann.* of lawful money of Great Britain, to be yearly issuing, payable and going out of all that, &c. To have, hold, perceive, levy, and yearly to take, receive and enjoy the said annuity or yearly rent-charge of 30*l.* unto and to the use of the said *A. M.* and his assigns, for and during the term of his natural life, without any deduction or abatement whatsoever, for or in respect of any taxes, assessments or payments imposed, or to be imposed by any act of parliament made or to be made, or by another power or authority whatsoever, or for or by reason of any other matter, cause or thing whatsoever; the same to be paid and payable at or in the Inner-Temple-Hall, London, by quarterly payments, at or on the four most usual feast days or times of payment in the year; (that is to say) at, &c. by four even and equal portions; the first of which quarterly payments to begin and be made on the — now next ensuing the date of these presents: And the said *Z. B.* and his assigns, doth grant and agree to and with the said *A. M.* and his assigns, by these presents, in manner as follows; (that is to say) that whenever and as often as the said annuity or yearly rent-charge of 30*l.* or any part thereof, shall be behind, unpaid, or in arrear by the space of 20 days next over or after any of the said feasts or days whereon the same ought to be paid as aforesaid, (although no demand thereof made) that then it shall and may be lawful to and for the said *A. M.* and his assigns, into and upon all and singular the before mentioned messuages, &c. or any part thereof, to enter and distrain, and the distress and distresses then and there found, to lead, drive, carry away and impound, and the same in pound to detain and keep, or otherwise to dispose of the same as the law shall allow, until the said annuity or yearly rent-charge of 30*l.* and all arrears thereof, and all costs and damages to be sustained by reason of non-payment thereof, according to the true intent and meaning of these presents, shall be fully paid and satisfied; And also, that in case the said annuity or yearly rent-charge of 30*l.* or any part thereof, shall at any time be behind or unpaid by the space of 30 days next over or after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid, (although no demand made thereof as aforesaid) that then and in such case, it shall and may be lawful to and for the said *A. M.* or his assigns, into and upon the before mentioned messuages, lands, tenements, hereditaments and premises, or any part or parts thereof, to enter and to have, hold, possess and enjoy the same, and to take and receive the rents, issues and profits thereof, to his and their own use and benefit, until thereby or therewith, or otherwise, he and they shall be fully paid and satisfied all the arrears of the said annuity, or yearly rent-charge of 30*l.* which shall incur or might have incurred, and all costs, expences, losses and damages, which he or they shall be put unto or sustain, by reason of the non-payment thereof, at the times herein before mentioned for payment of the same. And the said *Z. B.* doth hereby put the said *A. M.* and his assigns, during his life, in full possession and seisin of the said annuity or yearly rent-charge of 30*l. per ann.* by the delivery of one piece of silver of 6*d.* to him the said *A. M.* in the name of seisin of the said annuity or yearly rent-charge: And this Indenture further witnesseth, that for the considerations aforesaid, and to the intent for the better

Grant.

Premises
Habendum

Clause of distress.

Re-entry.
See this in a different manner in the next precedent.

Possession and seisin of an annuity.

A demise of the premises charged for better security.

Consideration.

Demise.

Parcels.

Habendum.

Reddendum.

Proviso to be
void so long as
rent-charge is
paid.

Covenants to
pay the annuity.

To keep the
premises in-
sured from fire.

better and more effectually securing payment of the said annuity or yearly rent-charge of 30 *l.* unto the said *A. M.* and his assigns, during his life, in manner as aforesaid, and also for and in consideration of the sum of 5 *s.* of, &c. to the said *Z. B.* and *T. M.* in hand by the said *J. E.* at, &c. the receipt, &c. he the said *Z. B.* and, at his request, the said *T. M.* Have, and each of them Hath demised, set, and to farm letten, and by these presents (at the nomination and appointment of the said *A. M.* testified by his being a party to and executing hereof) Do and each of them Doth demise, set, and to farm let unto the said *J. E.* All and singular the herein before mentioned messuages, &c. hereby charged with the said annual sum of 30 *l.* with their and every of their appurtenances, and the reversion, &c. of the said premises; To have and to hold the said messuages, &c. and all and singular the said hereby demised premises, with their and every of their appurtenances, unto the said *J. E.* his, &c. from the day next after the day of the date hereof, for and during, and unto the full end and term of 99 years from thence next ensuing, and fully to be compleat and ended, if he the said *A. M.* shall so long live; Yielding and paying therefore yearly, during the said term, the rent of one pepper corn only, (if the same shall be lawfully demanded): *Provided always*, and upon this condition nevertheless, that if the said *Z. B.* his heirs or assigns, shall and do well and truly pay or cause to be paid unto the said *A. M.* and his assigns, during his life, the said annuity, yearly rent charge or annual sum of 30 *l.* per ann. at the several feasts or days of payment herein before appointed for payment thereof, and that without any such deduction or abatement as aforesaid, according to the true intent and meaning of these presents; that then the demise and grant hereby made unto the said *J. E.* shall cease, and be utterly void and of no effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Z. B.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise, grant and agree to and with the said *A. M.* his executors, administrators and assigns, by these presents, in manner as follows; (that is to say) that he the said *Z. B.* his heirs, executors, administrators or assigns, shall and will from time to time, and at all times, during the natural life of the said *A. M.* or his assigns, pay the said annuity or yearly rent-charge of 30 *l.* of such lawful monies as aforesaid, on every feast or quarter-day, and at the place herein before mentioned for payment thereof, or within 20 days next after every such feast-day, and that without any such deduction as aforesaid according to the true intent and meaning of these presents; And also that he the said *Z. B.* his heirs, executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times, during the life of the said *A. M.* insure and keep insured the said messuage or tenement and premises, situate in, &c. as to and from all fire and damage happening thereby, either in the Hand-and-Hand insuring office, as to loss by fire, or else in some other good and public office, proper for that purpose, and in case the same messuage or tenement shall happen to be burnt down or blown up, during the life of the said *A. M.* that then and in such case, he the said *Z. B.* his heirs and assigns, shall and will then forthwith lay out all such monies so insured or to be insured on the same premises as aforesaid, together with other monies in the new building of as good and substantial a messuage or tenement, and of the same dimensions as is now built and standing thereon;

hereon; And further, that for and notwithstanding any act, deed, matter or thing whatsoever, had, made, done, committed, or wittingly or willingly suffered or assented unto, by him the said Z. B. or by his father the said R. B. or by his brother S. B. deceased, any or either of them, or of or by any person or persons whomsoever, lawfully coming by, from or under, or in trust for him, them, or any of them, the said Z. B. now is, and standeth lawfully and absolutely seised, and that by just title of the before mentioned hereditaments and premises, with their appurtenances, of a good, sure, perfect, lawful and indefeasible estate of inheritance in fee simple, without any manner of condition, power of revocation, limitation of use or uses, or any other matter or thing whatsoever, to alter change, charge, defeat or incumber the same; And also that he the said Z. B. (notwithstanding any such act, matter or thing, done, or willingly suffered as aforesaid) now hath in himself good right, true title, full power, and lawful and absolute authority to grant unto the said A. M. and his assigns, the said annuity or yearly rent-charge of 30 l. payable in manner as aforesaid; and that the said messuages, lands, tenements, hereditaments and premises, shall from thenceforth continue, and be liable to, and charged and chargeable with the payment of the same annuity or yearly rent charge, in manner as aforesaid; and that the same from henceforth shall be received, taken and enjoyed by the said A. M. and his assigns, during his life, by and out of the before-mentioned hereditaments and premises, in case he the said Z. B. shall not duly pay the same, in manner as aforesaid; and that free and clear, and freely, clearly, and absolutely acquitted, exonerated, discharged, kept harmless and indemnified by the said Z. B. and his heirs of and from all and all manner of former gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, annuities, entails, statutes, recognisances, extents, judgments, executions, suits to the crown, titles, troubles, charges, demands and incumbrances whatsoever had, made, done, committed, suffered or executed by the said Z. B. or by the said Sir R. B. and S. B. his brother, deceased, or any of them, or other than and except one indenture of mortgage made of the before mentioned premises lying in the county of E. for the securing the sum of 1000 l. and interest for the same; And that in case default shall happen to be made in payment of the said annuity or yearly rent-charge of 30 l. or of any part thereof on the days and times herein before mentioned for payment thereof; that then he the said Z. B. his heirs or assigns, at the reasonable request of the said A. M. or his assigns, (but at the costs and charges of the said Z. B. his heirs or assigns) shall and will make, do and execute all and every such further and other lawful and reasonable acts and things, as well for the corroborating and strengthening of these presents, as also for the further and better securing of the said annuity or yearly rent-charge of 30 l. unto the said A. M. and his assigns, during his life, (be the same by any conveyance or assurance of the beforementioned hereditaments and premises, or otherwise), as by the counsel of the said A. M. or his assigns shall be reasonably advised or required: *Provided always*, and lastly it is hereby agreed and declared by and between all the parties hereunto, that the true intent and meaning of them and of these presents is and is intended, that until default shall be made in payment of the said annuity or yearly rent-charge of 30 l. *per ann.* or some part thereof, in manner as aforesaid, he the said Z. B. his heirs and assigns, shall and may hold and enjoy all and singular the before mentioned messuages, lands, tenements, hereditaments and premises, and receive and take the rents, issues and profits

Lawfully seised of the premises.

Good right to charge them, and that they shall stand charged and enjoyed on the failure of payment.

Free from incumbrances.

Exception. Further Assurance in case of non-payment.

Provido that, until default of payment the grantor shall enjoy the premises.

profits thereof, to his and their own use and benefit; he and they duly paying the said annuity or yearly rent-charge of 30*l. per ann.* unto the said *A. M.* and his assigns, during his natural life, together with all arrears thereof, which shall be due at the time of his death, (if any such there be.) *In Witness, &c.*

Of an Annuity for Life to qualify, &c.

Parties.
Grantor
seised.

Consideration.

Grant.

Seisin.

Habendum.

Re-entry &
short distress,
&c.

THIS *Indenture, &c. Between M. H. of London, merchant, of the one part, and R. E. of, &c. esq; of the other part. Whereat* the said *M. H.* now is and standeth lawfully seised of and in the several messuages or tenements, ground-rents and hereditaments herein after mentioned, and of the reversion and inheritance thereof of an estate in fee-simple, to him and his heirs, free from all incumbrances: *Now this Indenture witnesseth, that as well for and in consideration of the sum of 2600*l.* of, &c. the receipt, &c. as also for divers other, &c. he the said M. H. Hath given, granted, bargained, sold, aliened and confirmed, and by these presents for himself, his heirs and assigns, Doth freely, clearly and absolutely give, &c. unto the said R. E. one annuity or yearly rent charge of 200*l. per ann.* of lawful money of Great Britain, clear of all taxes, charges, deductions and reprises whatsoever, to be yearly issuing, had, taken and received by the said R. E. and his assigns, during his life, out of all those, &c. the said annuity or yearly rent-charge of 200*l.* for or in respect of any parliamentary or other taxes, charges, impositions or assessments, or otherwise howsoever; the first payment thereof to begin and to be made at, &c. And the said *M. H.* hath paid to the said *R. E.* 10*s.* of lawful money of Great Britain, in part of and as and in the name of seisin of the said annuity or rent-charge: To have and to hold, receive, take and enjoy the said annuity or yearly rent charge of 200*l.* unto the said *M. H.* and his assigns, from the day of the date of these presents, for and during the term of his natural life, payable quarterly, at the four several feasts, and in manner afore said, to and for his own proper use, benefit, and behoof; and the said *M. H.* for himself, his executors, administrators and assigns, covenants by these presents, in manner and form following, (to pay the annuity, re-enter on non-payment; see the last precedent) and also that in case such distress or distresses so from time to time to be found in or upon the said messuages, lands and premises, or any part thereof, shall fall short, and not be sufficient to answer and pay the said annuity or yearly rent-charge of 200*l. per annum*, clear of all reprises and the arrearages thereof, and the costs and charges, and damages of the said *R. E.* in such case sustained, and the said *M. H.* his heirs, executors or administrators, shall not within fourteen days next after every or any of the said feasts or quarter-days, on which the said annuity or yearly rent charge of 200*l.* ought to be paid as afore said, pay and satisfy unto the said *R. E.* the said annuity or yearly rent-charge, with the arrearages thereof, and all costs, charges and damages occasioned by the non-payment thereof; that then, and in such case, so often it shall and may be lawful to and for the said *R. E.* into and upon the said messuages, lands and premises, or any part thereof, to enter, and the same to have,*

old and enjoy, and take the rents, issues, and profits thereof, while, and until the said R. E. shall be fully satisfied and paid all such sum and sums of money as shall be then due and unpaid, and in arrear of and for the said annuity or yearly rent-charge, together with his costs, charges and damages, for, or by reason of the non-payment thereof; and the said M. H. for himself, his heirs and assigns, doth further covenant (That he is lawfully seised, has power to grant. See the last precedent) and also that the said messuages, lands, tenements, and premisses herein beforementioned to be granted, and to be issuing as aforesaid, shall from time to time, and at all times during the natural life of the said R. E. be overt and liable to the distress and distresses of the said R. E. for the said annuity or yearly rent-charge, with the arrearages thereof; And further, that he the said M. H. his heirs and assigns, shall and will, from time to time, and at all times, bear and pay all and all manner of parliamentary and other taxes, charges, assessments and impositions whatsoever, chargeable upon, or that shall or may be at any time payable for and in respect of the said annuity or yearly rent-charge, and shall and will save harmless and keep indemnified the said R. E. of, from and against the same: Provided always nevertheless, and it is hereby declared and agreed, by and between the said parties to these presents, and the said R. E. doth hereby consent and agree, that if he the said R. E. make the said annuity or yearly rent-charge of 200 l. or any part thereof, subject and liable to the satisfaction and discharge of any debt or incumbrance of him the said R. E. that then and in such case, and for so long time, the said annuity or yearly rent-charge of 200 l. and the payment thereof to the said R. E. or any other person or persons claiming in law or equity, by from or under him, shall cease, and the said annuity or yearly rent-charge of 200 l. and every part thereof, shall, for so long time, remain in the hands of the said M. H. his heirs and assigns, and be retained by him and them, to and for his and their own proper use and benefit; this indenture, or any thing before contained to the contrary hereof, in any wise notwithstanding. In Witness, &c.

Seised.
Power to grant.
That the premisses shall be liable to distress.

Grantor to pay all taxes.

Proviso that the grantee shall not subject the annuity to the payment of debts, nor otherwise incumber it.

An Annuity out of a real Estate by a Father and his two Trustees to a Son, for which he is restrained from suing by a Writ of Action, but may disfrain.

THIS Indenture, made, &c. Between T. P. of — esq; G. P. of — esq; and W. C. of, &c. esq; of the one part, and J. esq; (youngest son of the said T. P.) of the other part, Witnesses, for and in consideration of the natural love and affection which he the said T. P. hath and beareth towards his son the said J. P. and also in consideration of 5 s. of, &c. unto the said G. P. and W. C. in hand paid by the said J. P. at, &c. the receipt, &c. he the said T. P. (and by the direction, testified by his being a party to and executing hereof) the said G. P. and W. C. Have, and each and every of them Hath given and granted, and by these presents the said T. P. G. P. and W. C. Doth each and every of them Doth give and grant unto the said J. P. and his assigns, one annuity or yearly rent-charge of 300 l. of, &c. to be issuing and payable out of, &c. all which said premisses were (inter alia)

Parties.
Consideration.

Grant.

Habendum.

Clause of distress.

Proviso not to charge the persons by action.

alia) lately conveyed unto and to the use of the said *G. P.* and *W. C.* and their heirs in trust for the said *T. P.* and his heirs; *To have, hold, perceive and enjoy the said annuity or yearly rent-charge of 300 l. unto the said J. P. and his assigns, for and during the term of the natural life of him the said J. P. the same annuity or yearly rent-charge to be paid unto the said J. P. or his assigns, by four equal quarterly payments at, &c. free and clear of and from all manner of taxes, without any deduction, defalcation or abatement, for or in respect of any taxes, charges, duties or assessments charged or imposed, or to be charged or imposed by any act or acts of parliament made or to be made or otherwise, upon the said premises, or any part thereof, or for or in respect of any other reprisal, matter or thing whatsoever; the first quarterly payment thereof to be made, &c. And if the said annuity or yearly rent-charge of 300 l. or any part thereof, shall happen to be behind and unpaid by the space of twenty days next after any of the feasts or days whereon the same ought to be paid as aforesaid, that then and so often, from time to time, as the same annuity or yearly rent-charge, or any part thereof, shall happen to be so behind and unpaid, shall and may be lawful to and for the said J. P. and his assigns, in and upon the said manors, capital messuages, demesnes, mills, hereditaments and premises, and into and upon every or any part or parts thereof, to enter and distrain for the same. Provided always that the present indenture, or any thing herein contained, shall not any way tend to charge the persons of the said J. P., *G. P.* and *W. C.* any of either of them, by a writ or an action of annuity, but only to charge the said manors, capital messuages, demesnes, mills, hereditaments and premises, with the yearly rent aforesaid. In Witness, &c.*

Of an Annuity out of Lease-hold Premises for a Term of Years, if the Grantee shall live so long, in Consideration of Money paid.

Recital of leases.

Agreement to grant annuity.

THIS Indenture, made, &c. Between *N. F.* of — of the one part, and *B. F.* of — of the other part: Whereas by indenture, &c. Between *A. M.* of — of the one part, and the said *N. F.* of — of the other part, the said *A. M.* for the consideration, &c. did, &c. unto the said *N. F.* All, &c. (a) To hold, &c. for the term of 51 years, at and under the yearly rent of 10 l. payable, &c. in and by the said indenture, &c. And whereas the said *N. F.* and *B. F.* are come to agreement together, that in consideration of the sum of 150 l. to be paid by the said *B. F.* to the said *N. F.* at and before the sealing and executing of these presents, that he the said *N. F.* shall do pay unto the said *B. F.* during her natural life, yearly and every year, a certain sum, rent-charge or annuity of 15 l. by quarterly payments, clear of all deductions whatsoever; and for securing the payment thereof accordingly, sufficiently to subject the said premises

(a) If the premises are insured, there must be an assignment of the policy and a covenant to keep them insured.

Now this Indenture witnesseth, that as well in pursuance and performance of the said agreement, as also for and in consideration of the sum of 150 *l.* of lawful, &c. to the said *N. F.* well, &c. by the said *B.* at, &c. the receipt, &c. as also for the better securing the payment of the said *B. F.* and her assigns, of the said yearly sum, rent-charge or annuity of 15 *l.* during the term of her natural life, He the said *N. F.* hath given, granted, bargained and sold, and by these presents for himself, his executors and administrators, Doth give, &c. unto the said *B.* one annuity or yearly rent-charge of 15 *l.* of lawful, &c. to be yearly issuing and going out of all those, &c. in and by the said recited indenture of demise granted; To have and to hold, perceive, and yearly receive, take and enjoy the said annuity, or yearly rent-charge of 15 *l.* the said *B. F.* and her assigns, for and during the term of 44 years from the feast of — now next ensuing, and fully to be compleat and ended, if the said *B. F.* shall so long live, and to be payable yearly at the our most usual feasts or days of payment in the year, (that is to say) the feast, &c. by even and equal portions; the first payment thereof to begin and be made on, &c. next ensuing the date of these presents. Covenants to distrain and enter on non-payment; that the lease is good, and shall continue so during the said term or life; that grantor has good right to charge the premises; that he will pay the annuity quarterly, free from taxes, &c. and that he will pay the rent in the lease reserved. Vid. (at. Covenants.) In Witness, &c.

Consideration.

Grant.

Habendum.

Grant of an Annuity, by an Incumbent out of his Living, with a Demise to a Trustee.

THIS Indenture Tripartite, made the 14th day of May, &c. 1756.

Between *F. J.* rector of *L.* in the county of *K.* clerk, of the one part, *A. B.* of — in the county of — esq; of the second part, and *B.* of *Chancery-lane*, *London*, esq; of the third part, Witnesseth, that and in consideration of the sum of — *l.* of lawful money of Great Britain to the said *F. J.* at or immediately before the enfealing and delivery of these presents, in hand well and truly paid by the said *A. B.* the receipt whereof the said *F. J.* doth hereby acknowledge, and there- and of every part thereof doth acquit and discharge the said *A. B.* his executors, administrators and assigns for ever, by these presents, He the said *F. J.* Hath given, granted, bargained, sold and confirmed, and by these presents, Doth give, grant, bargain, sell and confirm, unto the said *A. B.* his executors, administrators and assigns, for and during the natural life of him the said *F. J.* one annuity or yearly rent or sum of — *l.* of lawful money of Great Britain to be issuing, going, payable, and received and taken by and out of All those 20 acres of glebe lands, and all that messuage or tenement, barn, stable, &c. lying and being in the parish of *L.* in the county of *K.* and belonging to the said *F. J.* as rector of the parish church of *L.* aforesaid, and which are now in the tenure or occupation of *G. G.* as tenant thereof, at the yearly rent — *l.* and by and out of all other houses, out-houses, barns, stables, buildings, orchards, gardens, lands and appurtenances, to the said rectory belonging or in any wise appertaining: And also all and

Consideration.

Grant.

For grantee's life.

Parcels of glebe lands, &c.

And tythes, &c.

Habendum.

On non-payment, to enter and distrain for the annuity and all arrears, and all costs.

Proviso in case of non-payment to enter and receive the rents, &c.

To pay the annuity, and all arrears, costs, &c.

singular the tythes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, tenements, meadows, pastures, commons, woods, waters, profits, privileges and advantages whatsoever, belonging to or payable to the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid, *To have, hold, receive, take and enjoy* the said annuity or yearly rent of 30*l.* and every part thereof, unto the said *A. B.* his executors, administrators and assigns, for and during the natural life of him the said *F. J.* to be paid and payable to him the said *A. B.* his executors, administrators and assigns, at or in the common dining-hall of *Lincoln's Inn*, in the county of *Middlesex*, by four equal quarterly payments, at or on the four most usual feasts or days of payment in the year (that is to say) the feast day of *St. John the Baptist*, the feast of *St. Michael* the archangel, the feast of our Lord *Christ*, and the feast of the Annunciation of the Blessed Virgin *Mary*, by even and equal portions without any manner of deduction, defalcation or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the premises, or any part thereof, or upon the said *A. B.* his executors, administrators or assigns, for or in respect thereof, or of the said annuity or yearly rent of 30*l.* by authority of parliament, or otherwise howsoever; the first payment of the said annuity or yearly rent, to be made and be made on the feast day of *St. John the Baptist* next ensuing the date of these presents: *And it is hereby declared and agreed*, that in case the said annuity, or yearly rent or sum of 30*l.* or any part thereof shall happen to be behind and unpaid by the space of thirty days next over or after any of the said quarterly feasts or days of payment where the same is herein before appointed to be paid as aforesaid, then and so often, and from time to time, it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, during the life of the said *F. J.* into and upon the said glebe lands, tenements and premises belonging to the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid, and all and every the appurtenances thereunto belonging, or therewith held, received and enjoyed, or into or upon any part or parcel thereof, to enter and distrain for the said annuity or yearly rent of 30*l.* and all arrears thereof, and the distress and distresses thereon and there found, to take, lead, drive, carry away and impound, and detain and keep, or otherwise to dispose thereof, according to the course of law, until he the said *A. B.* his executors, administrators and assigns, shall be fully paid and satisfied the said annuity or yearly rent of 30*l.* and all arrears thereof, and all costs, charges and expenses occasioned by the non-payment thereof, on the days and times in the behalf before mentioned: *Provided always*, that in case the said annuity or yearly rent or sum of 30*l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the said quarterly feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, during the natural life of him the said *F. J.* into and upon the said glebe lands, tenements, and all and every singular other the premises, with the appurtenances, or into or upon any part thereof, in the name of the whole, to enter, and the same to hold and enjoy, and the rents and profits thereof, and of every

hereof, to receive and take during the life of the said *F. J.* to and for the sole use and benefit of him the said *A. B.* his executors, administrators and assigns, until he or they shall be thereby or therewith or otherwise fully paid and satisfied the said annuity or yearly rent or sum of *30 l.* and all arrears thereof, and also so much of the same annuity or yearly rent as shall incur and grow due during such time as he the said *A. B.* his executors, administrators or assigns, shall continue in the possession of the same premises after such entries as aforesaid, and also all such costs, charges, damages and expences as shall be occasioned by the non-payment of the said annuity or yearly rent, or any part thereof, in the feasts or days of payment aforesaid; And the said *F. J.* hath made, ordained, constituted and appointed, and by these presents *Doth* make, ordain, constitute and appoint the said *A. B.* his executors, administrators and assigns, his true and lawful attorney and attorneys irrevocable in the name of him the said *F. J.* but on the behalf, and for the only proper use and benefit of the said *A. B.* his executors, administrators and assigns, from time to time during the life-time of the said *F. J.* often as the said annuity or yearly rent or sum of *30 l.* or any part thereof, shall happen to be behind and unpaid by the space of 30 days aforesaid, to ask, demand, collect and receive, of and from all and every the parishioners of the said parish of *L.* or any other person or persons to whom the said *F. J.* hath let or demised, or shall or may let or demise the same, all and singular the tythes, tenths, oblations, obventions, dues, fees, profits and advantages yearly coming, arising, renewing or happening within the said parish of *L.* and the tythable places thereof, And upon non-payment thereof, or of any part thereof, to sue, bring, commence and prosecute all and every such action and actions, suit and suits, either at law or in equity, or elsewhere, against all and every person or persons, and to take all other lawful ways and methods in the name of him the said *F. J.* for the recovering and receiving the same, as shall be thought proper and necessary by the said *A. B.* his executors, administrators or assigns, and upon receipt thereof, or of any part thereof, to give good and sufficient receipts and discharges for the same respectively; and the said *F. J.* doth hereby give and grant to the said *A. B.* his executors, administrators and assigns, full and absolute power and authority to act and do every thing in the premises for the purpose aforesaid, as fully and effectually as if he himself was personally present at the doing thereof respectively; and the said *F. J.* doth hereby ratify and confirm all and whatsoever the said *A. B.* his executors, administrators or assigns, shall lawfully do or cause to be done in the premises, by virtue of these presents; And the said *F. J.* *Doth* for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *A. B.* his executors, administrators and assigns, by these presents, that he the said *F. J.* his heirs, executors or administrators, shall and will truly pay or cause to be paid unto the said *A. B.* his executors, administrators or assigns, for and during the natural life of him the said *F. J.* the said annuity or yearly rent or sum of *30 l.* free, clear and discharged of and from all manner of taxes, assessments, charges and other deductions, either parliamentary or otherwise, the days and times, and in manner and form herein before limited and appointed respectively for payment thereof: And this Indenture further *testeth*, that for the consideration aforesaid, and for the further, better and more effectual securing the payment of the said annuity or yearly rent

Letter of attorney for grantee to demand rent, tythes, &c.

And upon non-payment to sue.

Covenant for payment of an annuity.

Consideration a devise to a trustee.

rent or sum of 30*l.* at the respective days and times and in manner aforesaid, and in consideration of the sum of 10*s.* of like lawful money to the said *F. J.* in hand paid by the said *J. B.* at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, He the said *F. J.* Hath granted, bargained, sold and demised, and by these presents Doth grant, bargain, sell and demise unto the said *J. B.* his executors, administrators and assigns, the said glebe lands, &c. and all and singular the said tythes, &c. belonging or payable to him the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid; And all his estate, right, title and interest of, in and to the same respectively, To have and to hold the said glebe lands, &c. and all and singular other the premises hereby demised, or meant, mentioned, or intended so to be, with their and every of their appurtenances, unto the said *J. B.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and to the full end and term of 99 years from thence next ensuing, and fully to be compleat and ended, in case the said *F. J.* shall happen to live so long, without impeachment of waste, Upon the Trusts and under and subject to the proviso and agreements herein after mentioned, expressed and declared, of and concerning the same, (that is to say) Upon Trust to permit and suffer the said *F. J.* and his assigns to enjoy, receive and take the rents, issues, tythes, dues and profits of the said glebe lands, messuage or tenement and premises hereby demised, or mentioned or intended so to be, and every of them, to and for his and their own use and benefit, until default shall happen to be made of or in payment of the said annuity or yearly rent or sum of 30*l.* or some part thereof, on the days and times herein before limited or appointed for payment thereof. And upon this further Trust, that in case the same annuity or yearly rent or sum of 30*l.* or any part thereof, shall happen to be behind or unpaid, by the space of 60 days next over or after any of the said feast days or times of payment, whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said *J. B.* his executors, administrators and assigns, from time to time during the natural life of the said *F. J.* by and out of the rents, issues, tythes, dues and profits of the said glebe lands, messuage or tenements and premises hereby demised, or mentioned or intended so to be, and belonging and payable to him the said *F. J.* as rector of the said parish or parish church of *L.* aforesaid, or by demising, leasing or mortgaging the same, or any part thereof, for and during any part of the said term of 99 years, in case the said *F. J.* shall happen to live so long, or by such other ways or means, for and during the natural life of the said *F. J.* as to the said *J. B.* his executors, administrators or assigns, shall seem meet and necessary, to raise and levy such sum and sums of money as shall be sufficient from time to time, to pay and satisfy the said annuity or yearly rent or sum of 30*l.* or so much thereof as shall, from time to time during the life-time of the said *F. J.* happen to be in arrear and unpaid, together also with all costs, damages and expences, as the said *A. B.* or the said *J. B.* respectively, or their respective executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment of the said annuity or yearly rent or sum of 30*l.* at the days and times, and in manner herein before in that behalf mentioned, and shall and do pay, apply and dispose of the same money according

Habendum for 99 years, if grantor so long lives.

Upon trust to permit grantor to enjoy until default in payment of the annuity.

And upon further trust in case of non-payment.

To raise and levy so much, &c. as will pay the annuity and all arrears and costs.

Accordingly; And shall and do permit and suffer the said F. J. and his assigns to receive and take the residue and overplus of the said rents, issues, dues and profits of the said glebe lands, messuage or tenements and premises hereby demised, over and above so much thereof as shall be sufficient, from time to time, to pay and satisfy the said annuity or yearly rent or sum of 30 l. and all arrears thereof, and all costs, charges and expences, attending the execution of the trusts before mentioned, to be paid for his and their own use and benefit: *Provided always nevertheless*, that it is the true intent and meaning of these presents, and of the said parties hereto, and the said A. B. doth hereby for himself, his executors, administrators and assigns, covenant, promise and agree, to and with the said F. J. his executors and administrators, by these presents, that he and in case the said F. J. shall and do well and truly pay or cause to be paid to the said A. B. his executors, administrators or assigns, the full and clear sum of ten pounds of lawful money of Great Britain, on or before or within thirty days next after the feast day of St. Michael the Archangel next ensuing the date of these presents, being the second quarter or half yearly feast day, appointed for the payment of the said annuity of 50 l. as aforesaid, and so from time to time, at or before or within thirty days next after every other succeeding half yearly feast or day of payment, shall and do well and truly pay, or cause to be paid unto the said A. B. his executors, administrators or assigns, the sum of ten pounds of lawful money of Great Britain, and shall continue during the life-time of him the said F. J. by such half yearly payments of ten pounds, to pay and satisfy the said annuity to the said A. B. his executors, administrators or assigns, that he the said A. B. his executors, administrators or assigns, shall and will receive and accept of such sum of ten pounds so to be paid by half yearly payments, in full payment, discharge and satisfaction, of any greater sum of money so agreed to be paid as aforesaid, and as and for full payment of the said annuity or yearly rent or sum of 30 l. any thing herein before in these presents contained to the contrary thereof in any wise notwithstanding. *In Witness whereof, &c.*

And permit grantor to receive the overplus.

Proviso that it grantor pay 10l. every half year, the same shall be in full for the annuity of 30 l.

N. B. 'Tis usual with this Grant for the purchaser to take a bond for the payment of the annuity, and a warrant of attorney to confess judgment thereon, that the judgment may be entered up and remain a security for the money, in case the incumbent should resign, or be deprived of his living.

Grant of an Annuity secured by an Assignment of Money outstanding on Mortgage Securities, specially recited.

THIS Indenture tripartite, made the — day of —, 1785, between G. R. of Esq. of the first part, S. T. of, Esq. and W. of, Esq. of the second part, and S. K. of, Esq. of the third part. Whereas in and by one indenture quinquartite, bearing date the 29th of December, 1773, and made or mentioned to be made between T. B. Esq. of the first part, the said G. R. of the second part, E. M.

Parties.

Recital of a marriage settlement.

E. M. of the third part, and *S. M.* daughter of the said *E. M.* of the fourth part, *S. T.* and *R. W.* of the fifth part, made previous to and in consideration of a marriage then intended, and which hath since been had and solemnized between the said *G. R.* and *S. M.* It was and is witnessed, declared and agreed, that the sum of 6000*l.* therein mentioned to be paid or secured to be paid to the said *S. T.* and *R. W.* was so paid or secured to be paid to the intent that the said *S. T.* and *R. W.* and the survivor of them, and the executors, administrators and assigns of such survivor, should stand possessed of and interested in the same, in trust, in the first place after the solemnization of the said then intended marriage, to lay out the same in the public stocks or funds, or at interest upon parliamentary or real securities, and permit or authorize and empower the said *G. R.* and his assigns, to have, and take all the dividends and interest thereof, and of all stocks, funds and securities upon which the same should be invested, or laid out, to his and their own proper use during his life, and after the decease of the said *G. R.* upon the trusts therein mentioned. And in the said indenture is contained, amongst others, a proviso to the effect following, (that is to say) that it should and might be lawful to and for the said *S. T.* and *R. W.* with the privity and consent of the said *R. B.* and *S. M.* to call in and place out the said trust monies on other real or government securities, and from time to time to alter and transfer the same, or to invest the same in the purchase of an absolute estate of inheritance in fee simple, in possession in *England.* And Whereas the marriage between the said *G. R.* and *S. M.* was duly had and solemnized soon after the execution of the said in part recited indenture of settlement, and the said sum of 6000*l.* hath been called in and received by the said *S. T.* and *R. W.* who have lent the same out again at interest upon the securities after mentioned. And Whereas *J. R.* having in the month of *June* 1774, purchased two undivided third parts of certain estates in the county of *L—* hereinafter mentioned, at and for the sum of 6300*l.* and borrowed the sum of 4000*l.* part of the said purchase money from *S. G.* of —, and the further sum of 2000*l.* the other part of the said purchase money from the said *S. T.* and *R. W.* which last mentioned sum of 2000*l.* belonged to the said *S. T.* and *R. W.* as trustees under the said in part recited indenture of settlement, and for securing the sum of 6000*l.* to the said *S. T.* and *R. W.* in and by a certain indenture of seven parts dated the 28th day of *June*, 1774, two undivided third parts of the said premises, were well vested in the said *S. G.* for a term of 900 years, the said *S. G.*'s name being used as a trustee for them the said *S. T.* and *R. W.* as to the said sum of 2000*l.* subject to such proviso or condition for redemption of the said premises, as is contained in the said indenture of seven parts, and subject to the said term of 900 years, the fee simple and inheritance of the said premises was in and by the said indenture of seven parts well vested in the said *J. R.* and *G. R.* and the heirs of the said *G. R.* in trust nevertheless as to the said estate of the said *G. R.* and his heirs for the said *J. R.* his heirs and assigns. And upon the said purchase and mortgage an outstanding term in the said premises was assigned to the said *S. T.* and *R. W.* as trustees subject to the payment of the said 6000*l.* in trust to attend the inheritance of the said premises. And Whereas the said *S. T.* and *R. W.* having some time in the month of *September*, 1774, at the request, and with the consent and approbation

And that marriage took effect.

And that the trust money had been called in and received.

And lent out again.

Recital of a purchase

And of loan of trust money thereon.

And of indenture of mortgage, in which mortgage was a trustee as to part of the money for trustees of settlement.

And that outstanding term assigned.

approbation of the said *G. R.* and *S.* his wife, agreed to advance and lend to the said *J. R.* the further sum of 1000*l.* other part of the said sum of 6000*l.* so vested in them as trustees as aforesaid, upon a mortgage of the equity of redemption of the said premises, and requested and prevailed upon *W. P.* of *Lincoln's Inn*, in the county of *Middlesex*, Esq. to allow his name to be used as a trustee in the loan of the said last mentioned sum of 1000*l.* and in consequence thereof, in and by one other indenture bearing date the 30th of *September*, 1774, and made, as mentioned to be made, between *J. R.* and the said *G. R.* of the one part, and *W. P.* Esq. of the other part, it was witnessed, that in consideration of 1000*l.* therein mentioned to be paid by the said *W. P.* to the said *J. R.* and *G. R.* the said *J. R.* and *G. R.* granted, sold and demised to the said *W. P.* his executors, administrators and assigns, two undivided third parts of all that, &c. to hold the same to the said *W. P.* his executors, administrators and assigns, from the day next before the day of the date thereof, for the term of two thousand years under and subject to a proviso or condition in the said now recited indenture contained for redemption of the said premises thereby demised on payment by the said *J. R.* his heirs, &c. to the said *W. P.* his executors, &c. the sum of 1050*l.* at the time and place and in the manner therein mentioned. And by deed poll, bearing date the first of *October*, 1774, under the hands and seals of the said *W. S. S. T.* and *R. W.* the said *J. P.* acknowledged and declared that the said 1000*l.* was the proper money of the said *S. T.* and *R. W.* And Whereas the said *J. R.* some time afterwards contracted for the purchase of the remaining one undivided third part of the said manor and premises, at and for the price or sum of 3150*l.* and having occasion to borrow the sum of 3000*l.* to compleat the said purchase, the said *S. T.* and *R. W.* (having received the sum of 2000*l.* so by them lent and advanced) as aforesaid, at the request and with the consent and approbation of the said *G. R.* and *S.* his wife, agreed to advance to the said *J. R.* the sum of 3000*l.* other part of the said sum of 6000*l.* so vested in them as trustees as aforesaid, and for securing the re-payment of the said last mentioned sum of 3000*l.* and by certain indentures of lease and release, bearing date respectively the 28th and 29th of *July*, 1775, the release being quadropartite, and made or expressed to be made between the said *S. G. C.* and *T. C.* his son and heir apparent, of the first part, *J. R.* and *J.* his wife, of the second part, the said *S. T.* and *R. W.* of the third part, and *R. A.* of the fourth part. Reciting as therein is recited, and reciting that the said *R. A.* with the privity and consent of the said *J. R.* and *J.* his wife, had agreed with the said *S. G. C.* and *T. C.* for the purchase of the same in possession of the third part of the said manor of *K.* and other messuages, estates and premises situated at *L.* and *M.* in the county of *L.* aforesaid, vested in the said *S. G.* and *T. C.* for 3150*l.* And further reciting, that the said *R. A.* having occasion for 3000*l.* had agreed with the said *S. T.* and *R. W.* for a loan thereof at 5*l.* per cent. and for securing the re-payment thereof, with interest, had agreed, that the said one third part of the said manor and premises, should be limited in use to the said *S. T.* and *R. W.* their executors, administrators and assigns, for a term of 900 years, subject to a proviso therein contained for redemption. It was Witnessed, that in consideration of 3000*l.* paid by the said *S. T.* and *R. W.* by the direction and of the appointment

Agreement to advance further sum, part of said trust money as mortgage.

Indenture of mortgage for further sum.

Here insert parcels.

And of a deed poll declaring the said trust.

Agreement for lending a further sum, part of the said trust money which had been paid in.

Indenture of further mortgage.

Of deed-poll
declaring
trust of part
of the money
lent on mort-
gage.

That the
mortgage
monies still
remain out-
standing.
Further sum
settled on the
trusts of first
mentioned
settlement.

Of agree-
ment for sale
of annuity.

Considera-
tion.

Grant of
annuity.

Free from
taxes.

ment of the said *R. A.* and with the privity and consent of the said *J. R.* and *J.* his wife, to the said *S. G. C.* and *T. C.* and of the further sum of 150 *l.* to them paid by the said *R. A.* with the like consent of the said *J. R.* and *J.* his wife, the said *S. G. C.* and *T. C.* released and confirmed to the said *R. A.* his heirs and assigns, all that one-third of the aforesaid manor, &c. To hold the same premises to the said *R. A.* his heirs and assigns, to the use of the said *S. T.* and *R. W.* their executors and administrators, for 900 years, subject to redemption as therein mentioned, with remainder to the use of the said *R. A.* his heirs and assigns. And by deed-poll, bearing date the 29th of July, 1775, the said *R. A.* thereby declared that the said sum of 150 *l.* mentioned to be paid by him to the said *S. G. C.* and *T. C.* in the said last in part recited indenture was the money of the said *J. R.* And that the said *R. A.*'s name was made use of in the said indenture, in trust only for the said *J. R.* his heirs and assigns, as in and by the said several in part recited indentures relation being thereunto respectively had, may, and will more fully, and at large appear. And Whereas, the said two several sums of 1000 *l.* and 3000 *l.* so lent and advanced by the said *S. T.* and *R. W.* as aforesaid still remain due, and outstanding upon the securities so taken for the same as aforesaid. And Whereas, the said *S. T.* and *R. W.* by virtue of certain indenture of five parts bearing date the ——— day of ——— and made before, and indorsed on a certain indenture of ——— part bearing date the day of ———, stand possessed of and interested in the principal sum of 2000 *l.* by the said indenture of the ——— day of ——— secured to the said *E. M. F. F.* and *G. R.* as to 1000 part of the said 2000 *l.* upon the trust of the aforesaid marriage settlement bearing date the 20th December, 1773. And Whereas the said *G. R.* hath contracted and agreed with the said *S. K.* for the sale to him of one clear annuity of 100 *l. per annum*, at and for the price or sum of 600 *l.* to be issuing out of and from the yearly interest, dividends and proceeds, of the said two several sums of 1000 *l.* and 3000 *l.* so lent and advanced by the said *S. T.* and *R. W.* of the said sum of 1000 secured to the said *E. M. F. F.* and *G. R.* and by indenture indorsed and conveyed to the said *S. T.* and *R. W.* to the use of the said settlement bearing date the 27th December 1773, as aforesaid, and to be secured by bond and warrant of attorney to confess judgment thereon, as hereinafter is particularly mentioned, for and during the natural life of him the said *G. R.* Now this Indenture Witnesseth that for and in consideration of the sum of 600 *l.* of lawful money of Great Britain, by the said *S. K.* to the said *G. R.* in hand, at or immediately before the sealing and delivery of these presents well and truly paid, the receipt of which said sum of 600 *l.* he the said *G. R.* doth hereby acknowledge, and thereof and from every part thereof, doth acquit, release and discharge the said *S. K.* his heirs, executors, administrators and every of them, ever by these presents, he the said *G. R.* (with the privity of the said *S. T.* and *R. W.* testified by their being parties and sealing and delivering these presents,) hath granted, bargained, sold and confirmed, and these presents doth grant, bargain, sell and confirm unto the said *S. K.* his executors, administrators or assigns, one clear annuity of 100 *l. per annum* of lawful money of Great Britain, for and during the natural life of him the said *G. R.* free and clear of and from all parliamentary

er taxes, charges and deductions whatsoever, to be issuing, had, received and taken at the days herein after mentioned, by and out of all dividends, interest, produce and proceed, that shall or may hereafter accrue, grow due and be received from and upon, or in respect of said two several sums of 1000*l.* and 3000*l.* so lent and advanced by said *S. T.* and *R. W.* and the said other sum of 1000*l.* part of the sum of 2000*l.* secured to the said *S. T.* and *R. W.* by indenture indorsed, conveyed to the said *S. T.* and *R. W.* to the uses of the said settlement bearing date the 27th *December*, 1773, as aforesaid, or whatever securities the said three several sums now are or at any time hereafter during the life-time of the said *G. R.* may be laid out and invested, have, hold, and yearly to receive, take and enjoy the said clear annuity of 100*l.* per annum unto the said *S. K.* his executors, administrators and assigns for and during the term of the natural life of the said *G. R.* to be paid and payable at or in the *Common Dining-hall of the Temple, London*, by two even and equal half-yearly payments on the 23d day of the several months of *April* and *October*, in every year, the first of the said quarterly payments to begin and be made on the 23d of *April*, now next ensuing: *And this Indenture further Witnesseth*, for the consideration aforesaid, and for the further and better security of the due payment of the said clear annuity of 100*l.* per annum, he said *G. R.* by and with the privity of the said *S. T.* and *R. W.* testified as aforesaid, *Have* bargained, sold, assigned, transferred and set unto the said *S. K.* his executors, administrators and assigns, all and singular the annual dividends, interest and proceeds whatsoever, that shall grow due and be received for, upon or in respect of the said several sums of 1000*l.* and 3000*l.* so lent and advanced by the said *S. T.* and *R. W.* as aforesaid, and the said sum of 1000*l.* so secured to the said *S. T.* and *R. W.* by indenture indorsed as aforesaid, to the uses of the said settlement, dated the 27th of *December*, 1772, and every part thereof, upon whatsoever securities or funds, the said three several sums or any part or parts thereof, shall or may at any time hereafter during the life-time of the said *G. R.* be laid out or invested, and the estate, right, title, interest, property, claim and demand whatever of him the said *G. R.* both at law and in equity, of, in, to and from the said hereby assigned premises and every part and parcel thereof, have and to hold, receive, perceive and take all and singular the said premises hereby demised unto the said *S. K.* his executors, administrators and assigns, for and during the term of the natural life of the said *G. R.* Upon the trusts nevertheless herein after expressed and declared and concerning the same, (that is to say) in the first place thereout to satisfy discharge and pay the said clear annuity of 100*l.* per annum with all arrears thereof, that shall be due and owing unto the said *S. K.* his executors, administrators and assigns, at the days and times herein limited and appointed for payment thereof, as aforesaid, or as afterwards as the said premises hereby assigned, received and got shall be sufficient to discharge and satisfy the same, and all costs, charges and expences whatsoever, which the said *S. K.* his executors, administrators or assigns, shall sustain expend or be put unto, in or about the recovery of the said hereby assigned premises, and then upon this further

To be issuing out of the interests, &c. of said monies on mortgage.

To have and to hold.

And this indenture further witnesseth.

Assignment of interest, &c. of said mortgage money.

Habendum.

Trusts thereof declared.

Power of attorney to get in said monies.

further trust, that he from time to time pay and apply all the residue and surplus of the said hereby assigned premises unto the said *G. R.* and his assigns, and to, for, or upon no other trust, intents or purposes whatsoever, and the better to enable the said *S. K.* to receive and get in the said hereby assigned premises, he the said *G. R.* by and with the privy of the said *S. T.* and *R. W.* testified as aforesaid hath nominated, ordained, constituted and appointed, *And by these Presents, Doth* nominate, ordain, constitute and appoint, and in his place and stead put and depute the said *S. K.* his executors, administrators or assigns, the true and lawful attorney or attorneys irrevocable, of him the said *G. R.* in his name or in the name or names of the said *S. K.* his executors, administrators or assigns, from time to time, and at all times hereafter, during the life-time of him the said *G. R.* to act for, demand and receive from the said *S. T.* and *R. W.* and the survivor of them and the executors, administrators or assigns of such survivor, and of and from all, and every other person or persons whomsoever, who shall, or may be in the receipt or perception thereof, *All* and singular the premises hereby assigned; *Upon* the trusts nevertheless herein before expressed and declared of and concerning the same, and upon non-payment thereof or of any part thereof, from time to time, and at all times hereafter during the life-time of the said *G. R.* to bring and commence and prosecute all and every such action or actions, suit or suits at law or in equity against the said *S. T.* and *R. W.* their executors, administrators and assigns, and all other persons whomsoever whom it doth or may concern, and to take all and every lawful ways and methods in the name of him the said *G. R.* or in the name or names of him the said *S. K.* his executors and assigns as shall be thought proper and necessary by the said *S. K.* his executors, administrators or assigns, for the recovery of all and singular the premises hereby assigned, and upon receipt of all or any part of the said premises hereby assigned to give good and sufficient receipts and discharges for the same, *And* the *G. R.* doth hereby agree to ratify and confirm, and hold for ratified and confirmed, all and whatsoever the said *S. K.* his executors, administrators or assigns, shall lawfully do, or cause to be done in the premises. *And* the said *G. R.* for himself, his heirs, executors and administrators, and every of them doth covenant, promise and agree to and with the said *S. K.* his executors, administrators and assigns, by these presents in manner following that is to say, that he the said *G. R.* his heirs, executors or assigns shall and will from time to time and at all times hereafter, well and truly pay or cause to be paid unto the said *S. K.* his executors, administrators or assigns, the said clear annuity of 100*l.* per annum, at the place and days and times herein before limited and appointed for the payment thereof according to the true intent and meaning of these presents. *And* that he the said *G. R.* hath not at any time heretofore made, done, committed, or wittingly, or willingly suffered, nor shall, or will at any time hereafter make, do, commit or suffer any act, matter or thing whatsoever, whereby, or by reason or means whereof, *All* or any part of the premises hereby assigned, can or may be impeached or incumbered in title, charge, estate or otherwise howsoever, or by which the said *S. K.* his executors, administrators or assigns, shall or may be prevented, impeded, or hindered from receiving and getting in the said premises. *And* further, that he the said *G. R.* at the time of the sealing and

Covenant for payment of the annuity.

That assignor hath done no act to incumber.

ry of these presents, hath in himself, good right, full power, and absolute authority to make such grant of the said clear annuity of 100*l.* *per annum*, as is herein before contained and to assign all and singular the said premises herein before assigned, in manner and form aforesaid, and according to the true intent and meaning of these presents. *And further*, that he the said G. R. and all and every other person or persons, living or lawfully claiming, or who can or may at any time or times hereafter, during the life-time of the said G. R. have or lawfully claim any estate, right, title or interest either at law or in equity, of, in, to, or out of all, or any of these premises hereby assigned, shall and will from time to time, and at all times hereafter, during the life-time of the said G. R. upon every reasonable request, and at the proper costs and charges of the said S. K. his executors, administrators or assigns, make, do, and cause to be made, done, acknowledged, levied, suffered and executed, all and every such other and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assigning and setting over unto the said S. K. his executors, administrators and assigns, upon the trusts herein-before expressed and declared of and concerning the same; *All* and singular the premises hereby assigned and set over, or mentioned or intended so to be, as by the said S. K. his executors, administrators or assigns, or any of their counsel learned in the law, shall be devised, advised or required. *And lastly*, it is hereby mutually covenanted, concluded and agreed upon, by and between the said G. R. and S. K. and it is hereby declared to be the true intent and meaning of these presents, that although the said annuity of 100*l. per annum*, is hereby made payable by half-yearly payments as aforesaid, yet the said S. K. his executors, administrators or assigns shall nevertheless pay a proportionable part of the last quarterly payment of the said clear annuity, up to the day of the decease of the said G. R. *In Witness whereof*, &c.

That assignor has power to grant.

And to assign premises in form aforesaid.

Further assurance.

Agreement that although the annuity be made payable half-yearly, yet it shall be made up to the death of the assignor.

** Grant of a reversionary Annuity out of Lands; &c.*

THIS Indenture, of three parts, made the ——— day of ——— in the 29th year of the reign of our sovereign lord, George the third, by the grace of God, of Great Britain, France and Ireland, King, defender of the faith, &c. and in the year of our Lord 1789, between G. D. T. of A. in the county of ——— esq; of the first part; W. of ——— esq; of the second part; and C. C. of ——— (a trustee named on the part and behalf of the said C. W.) of the third part; whereas G. D. of ——— in the said county of ——— esq; in and by his last will and testament in writing, duly executed and attested, bearing date on or about the ——— day of December, which was in the year of our Lord 1776, did, amongst other things, give and devise all his real estates to Sir A. B. of ——— in the said county of ——— his executors, administrators and assigns, for and during the term of one thousand years, to commence from the time of his decease, and to be compleat and ended; without impeachment of waste; Upon trusts nevertheless, and to, and for such intents and purposes, and subject

Parties.

Recital of a will.

subject to such provisos and declarations as were therein-after, and herein-after mentioned of and concerning the same term. *And* immediately from and after the end, expiration or other sooner determination of the said term of one thousand years, he did give and devise all his real estates to, and to the use of his brother *R. T.* and his assigns, for and during the term of his natural life, but to be punishable for all manner of voluntary waste, with remainder to trustees to preserve contingent remainders: *And* from and after the decease of his said brother *R. T.* then he did give and devise all his said real estates, to the use and behoof of his nephew *C. T.* and his assigns for and during the term of his natural life, but to be punishable for all manner of voluntary waste with remainder to trustees to preserve contingent remainders. *And* from and after the decease of his said nephew *C. T.* then to the use and behoof of the said *G. D. T.* the eldest son of the body of his (the testator's) said nephew *C. T.* and his assigns, for and during the term of his natural life, but to be punishable for all manner of voluntary waste. *And* there was in the said will a proviso contained, that all and every the persons and persons to whom the said testator had devised his real estates aforesaid, should from time to time, as and when he or they should respectively intituled thereto, in possession, have full power and authority to charge all or any part of the said estates with an annual sum, not exceeding the sum of 300*l.* per annum, payable to any woman or women, he or they should respectively marry, during the life of such woman or women, as and for her and their jointure and jointures.

And the said term of 1000 years so limited to the said Sir *A. B.* executors, administrators and assigns as aforesaid, was by the testator's said will, declared to be in trust, that he, his executors, administrators and assigns, should out of the rents and profits of the said estates, and pay such annuities or yearly sums to such persons as were then and are herein-after named, for their respective natural lives, (that is to say), a clear annuity or yearly sum of 60*l.* of lawful money of Great Britain unto the said testator's nephew *W. T.* a clear annuity or yearly sum of 500*l.* of like lawful money unto the said *C. T.* during the natural lives of him, and the said *R. T.* a like clear annuity or yearly sum of 500*l.* of like lawful money unto the then wife of the said *C. T.* before and after the decease of him, the said *C. T.* a clear annuity or yearly sum of 50*l.* of like lawful money money to each child of the said *C. T.* who should be living at the time of the death of the said *C. T.* or in due time afterwards; and also, after the death of the said *C. T.* a clear annuity or yearly sum of 20*l.* of like lawful money to the widow of his the said testator's late brother, *W. T.* *And upon full Trust,* to permit such person to whom the immediate reversion or remainder of the said real estates should belong, to receive the residue of the rents and profits of the said estates, over and above so much thereof should from time to time, be paid or payable, for the said several before mentioned annuities and the arrears thereof respectively. *And* the said testator declared his will to be, that when all the said annuities should cease to become payable, and all arrears thereof respectively should be discharged, and the trusts of the said term performed, or become necessary, and the charges in the execution thereof satisfied, the term of 1000 years should cease, as in and by the said will, being thereunto had, will more fully appear. *And Whereas,* the

stator departed this life in the latter end of the year —, or be-
 ginning of the year —, without having revoked or altered his said
 will, or any part thereof. *And Whereas* the said — the then wife
 of the said testator's nephew C. T. — one of the annuitants named
 in the said testator's will, departed this life, on or about the — day
 — which was in the year, 17— and the said — the widow of
 the said W. T. another of the annuitants, is also since deceased. *And*
Whereas, the said R. T. departed this life, on or about the — day
 — which was in the year — *And Whereas*, there are now
 living three children of the said C. T. to wit, G. D. E and F. *And*
 the said C. T. is now in possession of the said testator's real estates, as
 tenant for life, subject to the annuities by the said herein before recited
 will of the said testator charged thereupon. *And Whereas*, the said
 G. D. T. being desirous to grant and sell one annuity or clear yearly
 rent-charge of 600*l.* to commence from and immediately after the day
 of the decease of the said C. T. in case he the said G. D. T. shall sur-
 vive the said C. T. for and during the remainder of the term of the life
 of him the said G. D. T. and to be charged and secured, and made
 good and payable out of and from the capital mansion house, messuage
 tenement, messuages, lands and hereditaments, herein after particu-
 larly described, and hereby granted and released, or so mentioned and
 intended to be, and all other the real estates of the said G. D. T. caused
 the said annuity or yearly rent-charge, to be put up to sale by public auction,
 to the best bidder for the same, by T. S. auctioneer, on or about the
 — day of —, now last past, *And* the said C. W. having bid
 for the same the sum of 600*l.* and no other person having bid more,
 the said C. W. became and was declared the best purchaser thereof,
 for or for the said price or sum of 600*l.* and the said C. W. in pursuance
 of one of the conditions of sale of the said annuity, paid unto the said S. T.
 the sum of 200*l.* as a deposit and in part of the said purchase money.
Now this Indenture Witnesseth, that for effectually carrying into execu-
 tion the conditions of the said sale, and for and in consideration of the
 said sum of 200*l.* of lawful money of Great-Britain, so paid to the said
 S. T. as a deposit, and in part of the said sum of 600*l.* at which the
 said C. W. was declared the purchaser of the said annuity or clear year-
 ly rent-charge of 600*l.* as aforesaid, *And also*, for, and in considera-
 tion of the sum of 400*l.* of like lawful money, residue of the said sum
 of 600*l.* to the said G. D. T. in hand well and truly paid by the said
 C. W. at, or immediately before the sealing and delivery of these pre-
 sents, the payment and receipt of which said two several sums of 200*l.*
 and 400*l.* making together the said of 600*l.* he the said G. D. T. doth
 hereby acknowledge, and thereof, and of, and from every part thereof,
 he absolutely, acquit, release and discharge the said C. W. his heirs,
 executors and administrators and every of them, for ever, by these pre-
 sents, *And* in consideration of 10*s.* of like lawful money to the said
 G. D. T. in hand paid by the said C. C. at or immediately before the
 execution of these presents, the receipt whereof is hereby acknowledged;
 the said G. D. T. at the nomination, and by the direction of the
 said C. W. (testified by his being a party to, and sealing and delivery of
 these presents,) *Have* granted, bargained, sold, aliened, released and
 confirmed, and by these presents *Doth* grant, bargain, sell, alien, re-
 lease, and confirm unto the said C. C. (in his actual possession now be-
 coming by virtue of a bargain and sale to him thereof made, by the said
 G. D. T.

Recital of
 sale of rever-
 sionary an-
 nuity by
 auction.

Considera-
 tion.

Trustees,
 Grant.

Parcels.

G. D. T. in consideration of 5 s. to him paid, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery of these presents, for one whole year, &c. and by force of the statute made for transferring of uses into possession), and his heirs, from and immediately after the decease of the said *C. T.* in case he the said *G. D. T.* shall survive the said *C. T.* for and during the remainder of the term of the natural life of him the said *G. D. T.* All that capital mansion-house, messuage or tenement, situate and being at, &c. and the coach-houses, stables, barns, buildings, gardens, orchards and grounds thereunto belonging, and usually held, occupied or enjoyed therewith, now in possession or occupation of the said *C. T.* And also all that farm and lands, commonly called or known by the name of — farm, now or late in the tenure or occupation of — his under-tenants or assigns, at the yearly rent of 200 l. &c. &c. And also all and singular, other the messuages, cottages, farms, lands, tenements and hereditaments whatsoever, howsoever the same have been exchanged or intermixed the one with the other of them, or howsoever otherwise, or by whatever other name or names the said messuages, or tenements, lands, closes, hereditaments and premises, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore hath or have been situate, lying or being abutted, bounded, described, parted, aliened, divided, distinguished, called, tenanted or known, to which the said *G. D. T.* or any person or persons in trust for him, is intitled as tenant for life in remainder or expectancy as aforesaid, under or by virtue of the said recited will of the said *G. D. T.* And also all and singular the coal and lead mines in work, and other mines and seams of coal and lead, now opened, lying in and upon, and belonging to the same premises, by these presents granted and released to the said *C. C.* or mentioned and intended so to be, or any part thereof. And all way leaves, stathes and stathe rooms, and all gins, and all and every articles and particulars of what nature and kind soever, applicable to and used in the cultivation and management of the said premises or any part thereof, together with free liberty, full licence, power and authority for him the said *C. C.* his executors, administrators and assigns and for his and their workmen, servants, and labourers, from time to time, and at all times during the natural life of the said *G. D. T.* at his and their will and pleasure, the mines therein, from time to time in convenient places to dig, draw and cart up, lay and bestow, upon the said premises, or any part thereof, and the said coals and mines, or any part thereof, from time to time, and at all times during the term of the natural life of the said *G. D. T.* at his and their will and pleasure, with wains, carts and carriages from thence by necessary and convenient way over and through the premises or any part thereof, to fetch and carry whither and to such place and places as to the said *C. C.* his executors, administrators and assigns shall seem good. And also, all houses, edifices, buildings, dove-houses, barns, stables, yards, gardens, orchards, back-sides, meadows, pastures, closes, hedges, ditches, fences, banks, ways, passages, paths, waters, water-courses, easements, privileges, commons, rights of commoning, common of pasture, heaths, moors, marshes, wastes, waste grounds, ponds, rivers, fishings, woods, underwoods, trees, coppices, and the grounds and soil of the same premises, commodities, advantages, emoluments, hereditaments and appur-

General
words,

tenances whatsoever, to the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein before mentioned, and hereby granted and released or expressed, and intended to be, or to any, or either of them, or to any part or parts thereof, belonging or in any wise appertaining, or therewith, or with any of them, or with any part thereof, now or at any time or times heretofore, set, let, occupied or enjoyed, or accepted, reputed, taken, or known, as part, parcel or member thereof, or any part thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and every the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein before particularly described, and hereby granted and released, or so mentioned and intended to be, and every of them, and every part and parcel thereof, with their and every of their appurtenances. *And also*, all the estate, right, title, interest, use, trust, property, possession, benefit, claim and demand whatsoever, both at law and in equity of him the said *G. D. T.* remainder, reversion, expectancy or otherwise, of, in, to, or out of the same capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises hereby granted and released, or mentioned and intended so to be, and every or any of them, and every or any part or parcel thereof: *To have and to hold* the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein-before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances unto the said *C. C.* and his heirs, for and during the term of the natural life of the said *G. D. T.* the several uses, intents and purposes and upon the trusts herein-after mentioned, expressed and declared of and concerning, the same, (that is to say,) to the use, intent and purpose, that the said *C. W.* his executors, administrators and assigns, shall and may, from and immediately after the decease of the said *C. T.* in case the said *G. D. T.* shall happen to survive the said *C. T.* have, receive, take and enjoy yearly, and every year, for and during the term of the natural life of the said *G. D. T.* one annuity or clear yearly rent-charge, or annual sum of 600*l.* of lawful money of *Great-Britain*, charged and chargeable, upon, and to be yearly issuing and payable, had, received, perceived; and taken by and out of the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises herein-before particularly described and mentioned, and intended to be hereby and released, and every or any part thereof, and to be paid and payable to him the said *C. W.* his executors, administrators and assigns, at or in the common *Dining-hall* of *Lincoln's-Inn*, in the county of *Middlesex*, by four even and equal quarterly payments between the hours of ten and twelve o'clock in the forenoon of the several most usual days, or days of payment in the year, (that is to say,) on the feast of *Michael the Archangel*, the feast of the birth of our Lord *Christ*, the feast of the annunciation of the Blessed Virgin *Mary*, and the feast of the Nativity of *St. John the Baptist*, yearly and every year, by even and equal parts and portions. And in case the said *G. D. T.* shall happen to die after any of the said quarterly days of payment, then a proportionable part of the said annuity, yearly rent-charge, or annual sum of 600*l.* to be paid and payable for the time that shall have elapsed between such of the said feast days as shall next happen before the day of the decease of the said *G. D. T.* and the day of his death. And the

Habendum.

To secure an annuity.

Free from
taxes.

Power of dis-
tress,

And entry.

first payment of the said annuity, yearly rent charge, or annual sum of 600 *l.* to be made on such of the aforesaid feasts or days of payment as shall happen next after the decease of the said *C. T.* he dying in the lifetime of the said *G. D. T.* And all the said payments to be made free and clear from and without any manner of deduction or abatement whatsoever, out of the same, or any part thereof, for or in respect or on account of any taxes, rates, charges, assessments, or impositions whatsoever, already taxed, charged or imposed, or to be taxed, charged or imposed, upon the said annuity, yearly rent-charge, or annual sum of 600 *l.* or upon the said capital mansion-house, messuage or tenement, messuages, lands, hereditaments and premises, hereby granted and released and charged therewith, or any part thereof, or upon the said *C. W.* his executors, administrators or assigns, or upon the said *G. D. T.* for or in respect of the same by authority of parliament or otherwise howsoever, or for or in respect of any other matter, cause, or thing whatsoever, or any other reprises whatsoever. And to the further intent and purpose, that in case the said annuity, clear yearly rent-charge or annual sum of 600 *l.* or any part thereof, shall happen at any times or times to be behind or unpaid, in the whole or in part, for or by the space of twenty days next over or after any of the said days or times when on the same is herein before limited and appointed to be paid as aforesaid; then, and from thenceforth, and so often and from time to time as it shall so happen, it shall and may be lawful to and for the said *C. W.* his executors, administrators and assigns, during the life of him the said *G. D. T.* into and upon all and every the said capital mansion-house, farms, lands, tenements, hereditaments and premises, herein before particularly described, and hereby granted and released, and charged with the payment of the said annuity, clear yearly rent-charge, or annual sum of 600 *l.* as aforesaid, or into or upon any part thereof, to take and distrain, and the distress and distresses then and there found, take, lead, drive, carry away and impound, and the same in pound detain and keep, until the said annuity, clear yearly rent-charge or annual sum of 600 *l.* and all arrears thereof so unpaid, and all costs, charges and expences whatsoever, attending the making and keeping of such distress and distresses, shall be fully satisfied and paid, and in default of payment in due time after any such distress or distresses shall so taken, to appraise and sell, and dispose of the same distress or distresses in the same manner as landlords are impowered by any act or authority of parliament to dispose of distresses taken for recovery of rents reserved on leases or demises for years, or otherwise to demean themselves, according to law, to the intent that the said *C. W.* his executors, administrators or assigns, shall be fully satisfied and paid the said annuity, clear yearly rent-charge or annual sum of 600 *l.* and every part thereof, and all arrears of the same, and all damages to be sustained by reason of non-payment thereof, and all costs, charges and expences attending recovery thereof, or of any part thereof, at the days and times in behalf herein before mentioned; and also to the further use, intent and purpose that if the said annuity, clear yearly rent-charge or annual sum of 600 *l.* or any part thereof, shall at any time or times hereafter, happen to be behind or unpaid for or by the space of forty days next over or after any of the said days or times herein before limited and appointed for payment thereof, as aforesaid; then and in such case, and

and from time to time as it shall so happen, although no formal deed and shall have been made of the said annuity, rent-charge, or yearly sum, or of the arrears thereof, it shall and may be lawful to and for the said *C. W.* his executors or assigns, during the life of him the said *D. T.* into or upon all and singular the said capital mansion house, messuage or tenement, lands, hereditaments and premises herein before particularly described, and hereby granted, and released and charged with the payment of the said clear yearly rent-charge as aforesaid, and so and upon every or any part thereof, in the name of the whole to enjoy, and the same peaceably and quietly to have, hold, possess, occupy and enjoy, and the rents, issues and profits thereof, and of every part thereof, to have, receive and take, to and for his and their own use and benefit, until he or they shall thereby, or therewith or otherwise, be fully satisfied and paid the said annuity, clear yearly rent-charge or annual sum of 600*l.* and every part thereof, and all arrears of the same, or so much thereof as shall be then remaining due and unpaid; and also so much thereof as may have incurred, or as shall incur or grow due during such session; and all losses, costs, charges, damages and expences which the said *C. W.* his executors, administrators or assigns, shall or may pay, sustain, expend or be put unto, for or by reason or on account of such recovery upon and perception of the rents and profits of the same premises, and all damages that he or they shall then have had or sustained by reason of non-payment of the said annuity, clear yearly rent-charge or annual sum of 600*l.* or of any part thereof, and subject to the said annuity and remedies aforesaid for the recovery thereof, to the use and behoof of the said *C. C.* his heirs and assigns. *Upon Trust*, that if the said annual clear yearly rent-charge, or annual sum of 600*l.* or any part thereof, shall happen to be behind, or in arrear or unpaid, by the space of 60 days next over or after any of the said days herein before limited and appointed for payment thereof as aforesaid; *Then* and so often as it shall so happen, that he the said *C. C.* his heirs or assigns, shall and do, raise and out of the yearly rents, issues, and profits of the said capital mansion-house, messuages or tenements, lands, hereditaments and premises so to him granted and released as aforesaid, or by mortgage of the same premises, or any part thereof, or demising the same, or any part thereof, for any term or number of years determinable upon the life of the said *G. D. T.* redeemable upon payment of the money to be borrowed thereon with legal interest, or by bringing any action or actions against the occupiers of the said premises, or any of them, for the recovery of the rent or rents which shall be then in arrear, or by making sales upon the same premises, or any part thereof, or by all or any of the ways or means aforesaid, or by such other ways and means as the said *C. C.* his heirs or assigns shall think fit, raise and levy such sum and amount of money as shall be sufficient from time to time to pay and satisfy the said *C. W.* his executors, administrators and assigns, during the life of him the said *G. D. T.* if he survives the said *C. T.* the said annuity, clear yearly rent charge, or annual sum of 600*l.* or so much thereof as shall from time to time so happen to be in arrear, behind or unpaid, together also with all such losses, costs, charges, damages, expences and expences, as he the said *C. C.* his heirs or assigns, or the said *C. W.* his executors, administrators or assigns, shall sustain, expend,

To trustee in fee in trust.

To raise money to pay annuity.

Covenant for
the payment
of the annu-
ity.

That grantor
seised in fee.

Good right
to convey.

Open to dis-
tress and en-
try.

or be put unto for or by reason or on account of the non-payment thereof, at the days and times and in manner first herein before mentioned for payment thereof, or otherwise in the execution of the trust herein before declared concerning the same accordingly, and after payment thereof shall and do pay and apply the residue and overplus of the rents, issues, and profits of the same premises over and above what shall be requisite and sufficient to pay the said annuity, yearly rent charge, or annual sum of 600*l.* and all arrears thereof, and all such costs, charges, damages and expences as aforesaid, together with all expences attending the said trusts, or to suffer the same to be had and received, and taken by the said *G. D. F.* during the term of his life. And the said *G. D. T.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *C. W.* his executors, administrators and assigns, that he the said *G. D. T.* shall and will, yearly and every year, for and during the term of the natural life of the said *G. D. T.* in case he shall survive the said *C. T.* well and truly pay, or cause to be paid unto the said *C. W.* his executors, administrators or assigns, the said annuity, clear yearly rent-charge, or annual sum of 600*l.* of lawful money of *Great Britain*, free from all taxes, charges and deductions whatsoever, parliamentary or otherwise, at the days and times, and in such manner and form as is or are herein before mentioned, for payment thereof, according to the true intent and meaning of these presents. And the said *G. D. T.* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *C. C.* his heirs and assigns, in manner following, that is to say, that he the said *G. D. T.* is now lawfully, rightfully, and absolutely seised of, or otherwise entitled (subject to the estate for life of the said *C. T.*) to all and every the said hereditaments and premises herein before mentioned and intended to be hereby granted and released, with the appurtenances, for and during the term of his natural life; and now hath in himself good right, full power, and lawful and absolute authority (subject as aforesaid) to grant, release and assure all and singular the said hereditaments and premises, with their appurtenances, unto the said *C. C.* and his heirs, in manner, to the uses, and for the purposes aforesaid, according to the purport, true intent and meaning of these presents; and also that he the said *G. D. T.* hath in himself good right, full power, and lawful and absolute authority, to charge the said premises with the payment of the said annuity, clear yearly rent-charge, or annual sum of 600*l.* unto the said *C. W.* his executors, administrators and assigns, for the term of the natural life of the said *G. D. T.* in case he shall happen to survive the said *C. T.* in manner aforesaid. And further, that the said capital mansion-house, messuages or tenements, lands, hereditaments and premises, herein before by these presents granted and released, or mentioned and intended so to be, and every part and parcel thereof, shall and may, from time to time, during the life of the said *G. D. T.* in case he shall happen to survive the said *C. T.* remain continue and be open and sufficient to and for the distress and entry of the said *C. W.* his executors, administrators or assigns, in case of non-payment to him or them of the said annuity, clear yearly rent-charge or annual sum of 600*l.* at the days or times and in the manner and form herein before mentioned for payment thereof, without any disturbance or interruption of or by him the said *G. D. T.* or of or by any other person.

person or persons whomsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said G. D. T. his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains, sales, leases, mortgages, assignments, jointures, dowers, and thirds, right and title of dower and thirds, uses, estates, trusts, wills, entails, annuities, judgments, recognizances, extents, executions, commissions, rents and arrears of rent, yearly and gross sums of money, and of, from and against all and singular estates, titles, troubles, levies, burthens, charges and incumbrances whatsoever (other than and except the estate for life of the said C. T. and his assigns therein as aforesaid). *And further*, that he the said G. D. T. shall and will from time to time, and at all times during the term of his natural life, in case he shall happen to survive the said C. T. at the reasonable request of the said C. C. his heirs or assigns, but at the proper costs and charges of him the said G. D. T. produce and shew forth, or cause or procure to be produced and shewn forth, whole, uncancelled, and undefaced in any court or courts of record, or other jurisdiction or elsewhere, to him the said C. C. his heirs or assigns, or whom he or they shall appoint, all such deeds, evidences and writings, as shall be necessary for the making out and defending the right and title of him the said C. W. his executors, administrators or assigns, to the said annuity, clear yearly rent-charge, or annual sum of 600*l*. And moreover, that he the said G. D. T. and all and every other person or persons whomsoever, now having, or who shall or may at any time hereafter, have or lawfully or equitably claim any estate, right, title, use, profit or interest, of, in, to or out of any of the said hereditaments and premises, hereby granted and released, or expressed and intended so to do, or any part or parcel thereof, shall and will, from time to time, and at all times during the life of the said G. D. T. in case he shall happen to survive the said C. T. at the request of him the said C. W. his executors, administrators or assigns, but at the costs and charges of him the said C. W. make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, deeds, assignments, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and carrying of the said premises herein before mentioned and intended to be hereby granted and released to the said C. D. and his heirs, and to the said C. W. and for the purposes herein before mentioned, expressed, and declared of and concerning the same, and for limiting and appointing of the said annuity, or clear yearly rent-charge or annual sum of 600*l*. free from all deductions, unto the said C. W. his executors, administrators and assigns, for and during the natural life of the said G. D. T. in case he shall survive the said C. T. in manner aforesaid, as by the said C. C. his heirs and assigns, or by the said C. W. his executors, administrators or assigns, or any of them, or their or any of their counsel, shall be reasonably devised, advised or required. *And Whereas* the said G. D. T. hath executed a bond or obligation, bearing even date with the said C. W. presents, and entered into by him the said G. D. T. to the said C. W. in the penal sum of 2400*l*. conditioned for the payment of one annuity

Free from incumbrances.

Production of title deeds.

Further assurance.

Recital of a bond,

And of a
judgment.

Declaration
concerning
the same.

Proviso, and
covenant.

annuity of or clear yearly sum of 600*l.* to the said *C. W.* his executors, administrators and assigns, and performance of the covenants in this indenture contained; and also hath duly executed a warrant of attorney for confessing judgment thereon, and which said judgment is intended to be entered on record in his majesty's court of king's bench, as of Trinity term now last past, or of some other subsequent term. *Now this Indenture further Witnesseth*, and it is hereby declared, that the said annuity secured by the said bond is the same annuity or yearly sum as is meant or intended to be secured by these presents as aforesaid; and that the said judgment upon the aforesaid bond to the said *C. W.* is intended to be entered up. And the said *C. W.* his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantages to be had and taken thereby as a collateral security only. And for the better and more effectual payment of the said annuity, or clear yearly sum of 600*l.* to the said *C. W.* his executors, administrators and assigns, during the life of the said *G. D. T.* in case he survive the said *C. T.* at the several days and times, and in the manner herein before limited and appointed for payment thereof; and that no execution or executions shall be issued or taken out upon the judgment, unless and until some one quarterly payment of the said annuity, shall be in arrear for the space of 21 days next after some or one of the said herein before limited and appointed for payment thereof. *Provided always*, and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and the parties hereto is; and the said *G. D. T.* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said *C. W.* his executors, administrators and assigns, that when and so often as the said annuity, or any part thereof, shall be in arrear or unpaid by the space of 21 days next over or after any one of either of the said days or times herein before mentioned or appointed for payment thereof; that then and so often, and in any such case, it shall and may be lawful to and for the said *C. W.* his executors, administrators or assigns, to sue out such execution or executions upon or by virtue of the said judgment herein before mentioned, as he or they shall think fit or be advised for the recovery of the arrears of the said annuity or yearly sum of 600*l.* and all costs and charges which the said *C. W.* his executors, administrators or assigns, or any of them, shall bear, sustain, or be put unto by or by reason or by means of the non-payment of the same annuity, or any part thereof. And that it shall not be necessary for the said *C. W.* his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary; and that he the said *G. D. T.* shall not, nor will have, take or receive, any advantage for want of reviving or keeping the said judgment on foot. *In Witness Whereof*

&c.

J. J.

Grant of an Annuity secured upon the Residuum of a Testator's Real and Personal Estate, and of the said Residuum, with very special Covenants.

THIS Indenture made the — of —, 1783, Between Parties.

B. J. of, &c. of the one part, and *J. B.* of, &c. of the other part. Whereas the said *J. B.* hath contracted and agreed with the said

B. J. for the absolute purchase of one clear annuity or yearly sum of

Contract for purchase of an annuity.

100*l.* of lawful money of *Great Britain*, to be paid to the said *J. B.* his executors, administrators or assigns, free from all taxes and deductions whatsoever, for and during the life of the said *B. J.* at or for the

price or sum of 600*l.* Now this Indenture Witnesseth, that for and in consideration of the said sum of 600*l.* of lawful money of *Great Britain*,

The consideration.

to the said *B. J.* in hand and truly paid by the said *J. B.* at or before the sealing and delivery of these presents, being in full for the absolute purchase of the said annuity or clear yearly sum of 100*l.* the receipt

whereof the said *B. J.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, exonerate and for

ever discharge the said *J. B.* his executors, administrators and assigns, and every of them, by these presents. He the said *B. J.* for himself,

his heirs, executors and administrators, hath given, granted, bargained, sold and confirmed, and by these presents doth give, grant, bargain, sell and confirm unto the said *J. B.* his executors, administrators

The grant.

and assigns, for and during the term of the natural life of him the said *B. J.* one annuity, or clear yearly sum of 100*l.* of lawful money

of *Great Britain*, free and clear of and from all taxes and deductions whatsoever, to have, receive, take and enjoy the said annuity, or clear

yearly sum of 100*l.* unto the said *J. B.* his executors, administrators and assigns, for and during the life of the said *B. J.* and to be paid and

The habendum.

payable quarterly unto him the said *J. B.* his executors, administrators and assigns, at or in the common dining-hall of *Lincoln's Inn*, in the

county of *Middlesex*, by four even and equal quarterly payments, between the hours of ten and four of the clock in the forenoon, of the

several and respective days and times hereinafter mentioned, (that is to say) on the 7th day of *January*, the 7th day of *April*, the 7th day of

Days of payments.

July, and the 7th day of *October*, in every year, by even and equal portions, during the life of the said *B. J.* the first payment to begin and

be made on the 7th day of *January* next ensuing the date of these presents, free from all deductions and abatements whatsoever, together

with a proportionable part of such annuity or yearly sum of 100*l.* for the time which shall elapse between the last of the said days of payment

preceding the decease of the said *B. J.* and of such his decease, which proportionable part, he the said *B. J.* for himself, his heirs, executors

and administrators, doth hereby covenant, promise and agree, to and with the said *J. B.* his executors, administrators and assigns, that

he the said *J. B.* his executors, administrators and assigns, shall be intitled to and shall be paid accordingly: And whereas, *H. J.* of

Covenant for the payment of a proportional part of the last quarter's annuity.

&c. in and by his last will and testament, in writing duly executed and

Recital of a will.

attested,

attested, bearing date on or about the 6th day of *August*, did, amongst other things, devise and bequeath unto *J. M. E. B.* and *J. G.* their heirs, executors, administrators and assigns, certain estates therein particularly mentioned and described, *Upon trust*, that they the said devisees and trustees, should as soon as convenient after his decease, sell and dispose of the same for the best price that could be got, and did direct that the money to arise and be produced by such sale of the said estates, and also the said premises until sold, should be considered as part of the *residuum* of his personal estate, and be subject to the trusts and purposes therein after by him directed, concerning such the *residuum*, and as to all the rest and residue of his personal estate of what nature or kind soever, or wheresoever, *And* as to his government and other securities, wherein or whereupon the same or any part thereof, was laid out or invested, he gave and bequeathed the same unto the said *J. M. E. B.* and *J. G.* (which said *J. M. E. B.* and *J. G.* he did thereby appoint executors of that his last will,) and to their executors, administrators and assigns, upon the several trusts, and to and for the several uses, intents and purposes, thereafter by him directed and declared: *And* as for, and concerning such part of the said *residuum* of his personal estate, as his said executors and trustees should not deem necessary to appropriate and set a part to answer the several trusts and purposes, therein-before particularly expressed and declared, *And also*, all such part of his personal estate as should be so appropriated and set a-part, when, and as the respective trusts thereby particularly declared concerning the same, should cease, determine or be performed, *And also*, all the annual interest, dividend and profits and produce of his said personal estate, which should be set a-part and appropriated as aforesaid, over and above what would be sufficient to make good, answer and pay the several and respective payments therein-before charged thereupon, and made payable thereout, he thereby willed and directed his said executors should from time to time, lay out and invest the same, *And also* all the annual interest, dividends, profits and produce from time to time, to arise, be had, made and received in respect thereof, in some one or more of the public funds, to accumulate until his grandson *B. J.* (party hereto) the eldest son of his son *M. J.* should have attained his age of 25 years, then his said trustees should, (and he did thereby so direct) from time to time, pay to his said grandson *B. J.* for and during the term of his natural life, the whole interest, dividends, and income of the said *residuum* of his personal estate not before disposed of, and all the increase, accumulations and improvements thereof, from time to time happened and happening to and for his own proper use and benefit, and did thereby direct, that as soon as any of the said trustees or executors should die, that the two survivors of them should immediately proceed to nominate and appoint another fit person at their discretion to be a trustee in the place of him so dying, and that so from time to time, as often as any one trustee should die, the two survivors should nominate and appoint another, it being his desire and intention always to have three existing trustees, and he did thereby direct that from time to time, on every nomination and appointment of a new or additional trustee, all the said trusts, estates and premises, or so much thereof as should from time to time remain undisposed of, or the trusts whereof should then remain unperformed, should be so often assigned over, so as the

same

same might, from time to time, be legally and effectually vested in such surviving or former trustees or trustee, and in such new trustees only, upon the trusts therein declared of and concerning the same respectively, and that such new trustee and trustees should and might, from time to time, act in the execution of the said trusts with the said former trustees or alone, as the case should happen, as fully and effectually to all intents and purposes as if he or they had been originally named a trustee or trustees in that his said will, for the purposes aforesaid. *And Whereas*, the said *H. J.* departed this life, on or about the — day of *May*, in the year of our Lord 177—, possessed of a very considerable personal estate, without revoking or altering the said bequest to the said *B. J.* and the said *J. M. E. B.* and *J. G.* duly proved the said will in the ecclesiastical court of the archbishop of *Canterbury*, and took upon themselves, the execution thereof. *And Whereas*, the said *B. J.* attained his age of twenty five years on or about, *Ec. Ec.* and thereupon became intitled to the interest, dividends and profits of the said *residuum* of the said testator's real and personal estate, subject to the charges by the said will and several codicils made thereupon, during the term of his natural life: *And Whereas*, the said *J. M.* died, on or about the — day of — in the year of our Lord 17— and the said *E. B.* and *J. G.* afterwards by virtue of the power vested in them, by the said in part recited will, chose *R. S.* to be a trustee in the room of the said *J. M.* deceased: *And Whereas*, the said *E. B.* afterwards died. *And Whereas*, the said *B. J.* since his attaining his said age of twenty five years, and in, or about *Trinity term*, 1782, exhibited his bill of complaint, in the high court of chancery as plaintiff, against the said *J. R. S.* and others defendants, to have a discovery of the said testator's effects, to secure and enforce the performance of the said trusts in the said recited will expressed, and for other matters therein mentioned and set forth. *And Whereas*, by the answer of the said *J. G.* and *R. S.* the then trustees to the said bill, it was admitted that the *residuum* then in their hands amounted to the sum stated in the schedule annexed hereto, and herein-after particularly mentioned, (that is to say,) 10,000*l.* *South-Sea Stock*, 5000*l.* *East-India Stock*, 5,400*l.* *Bank Stock*, 16,200*l.* 5 *per cents*, 1741, *Ec. Ec.* the interest; dividends and produce of which, amounting annually to the sum of 2466*l.* subject to the following charges and annuities by the said testator charged thereon, (that is to say,) 30*l.* to —, *Ec. Ec.* amounting in the whole to the yearly sum of 1780*l.* after the payment of which, there remained 686*l.* being the interest, dividends and produce of the said *residuum* of the said testator's personal estate bequeathed to the said *J.* during the term of his natural life: *And whereas*, the said *J.* one of the annuitants under the said testator's will departed this life on or about the — day of — in the year of our Lord — which the said annuity or yearly sum of 100*l.* fell into the said *residuum* of the said testator's estate, and increased the interest and dividends thereof to the sum of 786*l.* *And Whereas*, by a decree or decretal order of the said court, bearing date on or about the — day of — 1783, made and pronounced in the said cause, the court did, among other things, order and decree that the trusts contained in the said will in part recited will, should be confirmed and carried into execution, and that it should be referred to a master to take an account of the said

And of the death of the testator.

And of the probate of the will.

And that legatee attained his age of twenty-five.

And became intitled to the interest, &c. of said *residuum*.

Death of a trustee.

And choice of another in his room.

Bill in chancery filed. Defendant's answer.

Further sums of money.

Death of annuitant in the will named.

Decree in the court of chancery.

And that the grantor is in the receipt, &c.

Agreement to charge said annuity on the *residuum* of the testator's estates.

Consideration.

Transfer of the *residuum*.

Habendum.

Upon trust.

To pay and retain to himself the said annuity.

With all costs and expences,

said testator's real and personal estates, and that the money in the funds in the hands of the said trustees, should be transferred into the name of the accountant general of the said court, to attend the further order of the said court in the said cause: *And Whereas*, the master's report in the said cause hath not yet been made, nor the monies in the funds transferred into the name of the said accountant general: *And Whereas*, the said *B. J.* is now in the receipt of the said annual sum of 786 *l.* being the interest, dividends and profits of the said now *residuum* of the said testator's personal estate: *And Whereas*, upon the treaty for the purchase of the said annuity or clear yearly sum of 100 *l.* it was agreed between the said *B. J.* and *J. B.* that for effectually securing the payment thereof unto the said *J. B.* his executors, administrators and assigns, he the said *B. J.* should grant, assign, transfer and make over unto the said *J. B.* all that the present or future interest, dividends and produce of the *residuum* of the said testator's personal effects, so given or devised, to the said *B. J.* during the term of his natural life, with all the powers and remedies in him the said *B. J.* vested for securing, enforcing and recovering the payment thereof, in the manner and form and upon the trusts herein-after mentioned. *Now this Indenture witnesseth*, that in pursuance of the said agreement and for carrying the same into execution and for the considerations aforesaid, he the said *B. J.* hath granted, bargained, sold, assigned, transferred and set over ratified and confirmed, *And by these presents* doth bargain, sell, assign, transfer and set over, and ratify and confirm unto the said *J. B.* his executors, administrators and assigns, *All* and every the interest, dividends and produce now accruing and arising, or from time to time, or at any times hereafter during the natural life of the said *B. J.* to accrue or arise on the *residuum* or surplus of the said testator's said personal estate, to which the said *B. J.* is, or at any time hereafter, shall be intitled under or by virtue of the said recited will for his life as aforesaid, and all powers and remedies at law or in equity, vested in him the said *B. J.* for securing or enforcing the payment of or recovering the same, and all benefit and advantage thereof. *To have and to hold*, receive, perceive, take and enjoy the said present and future interest, dividends and produce of the said *residuum* of the said testator's real and personal estate and effects hereby assigned or expressed or intended so to be, and all future and growing payments thereof, and all advantage and benefit thereof, unto the said *J. B.* his executors, administrators and assigns from henceforth for, and during the term of the natural life of the said *B. J.* *Upon the Trusts nevertheless*, and to and for the ends, intents and purposes, and under and subject to the provisoes, declarations and agreements herein-after expressed and declared of, and concerning the same, (that is to say,) *Upon Trust*, that he the said *J. B.* his executors, administrators or assigns, shall and do, by, with, and out of the said interest, dividends and produce, of the said testator's personal effects so bequeathed to the said *B. J.* for and during the term of his natural life, from time to time, pay and retain to himself, his heirs, executors, administrators and assigns, yearly and every year, for and during the life of the said *B. J.* the said annuity of 100 *l.* of lawful money of Great Britain, on the days and times herein before mentioned for payment thereof, and in the next place shall, and do pay all the costs, charges and expences which the said *J. B.* or his executors, administrators or assigns, shall suffer, sustain, or be put unto, for or by reason or means of the said

payment

payment of the said yearly sum of 100 *l.* or any part thereof, or the suing for or recovering, or the compelling the payment of the same, or any part thereof, or for, or in respect of any other matter, cause or thing whatsoever relating thereto, or to the trust hereby vested or reposed in the said *J. B.* his executors, administrators and assigns. *And upon further Trust*, that in case the said *B. J.* shall at any time hereafter leave this kingdom, whereby or by means whereof the said *J. B.* his executors, administrators or assigns shall be put to any extraordinary expences, in, by or for insuring the life of him the said *B. J.* then, that he the said *J. B.* his executors, administrators or assigns, shall and may retain, and pay all such extraordinary expences as he the said *J. B.* his executors administrators or assigns shall be put to in respect thereof. *And lastly*, shall and do pay the residue and remainder of the said interest, dividends and produce of the said *residuum* of the said testator's personal effects, bequeathed to the said *B. J.* during the term of his natural life, unto the said *B. J.* or his assigns, for his or their own proper use and benefit. *And* for the better and more effectual securing the punctual payment of the said annuity or clear yearly sum of 100 *l.* unto the said *J. B.* his executors, administrators or assigns, it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to, and for the said *J. B.* his executors, administrators and assigns, and the said *B. J.* doth by these presents fully and absolutely authorize and empower him and them, from time to time and at all times hereafter during the term of the natural life of the said *B. J.* to ask, demand and receive of, and from the said *J. G.* and *R. S.* or either of them, and of and from the trustees or trustee for the time being, and of and from the accountant-general of the *Court of Chancery*, and of and from all and every other person or persons whomsoever interested or concerned therein, the said interest, dividends and produce of the said *residuum* of the said testator's personal estate, and every part thereof, and upon receipt thereof, or any part thereof, releases, acquittances and other proper discharges from time to time to make and give for the same, either in the name or names of him the said *J. B.* his executors, administrators or assigns, or in the name of the said *B. J.* just as occasion shall be and require, and upon non-payment thereof or of any part thereof, in the name or names and in the manner aforesaid, to have and take, exercise, commence, carry on, and prosecute all such powers, remedies and expedients, courses, uses or means whatsoever, and in such manner as he the said *B. J.* might or could personally do in that behalf in case these presents had not been made, he the said *B. J.* hereby constituting and appointing the said *J. B.* his executors, administrators and assigns, his true and lawful attorney and attorneys for that purpose, and with power to substitute, depute and appoint under him and them any other person or persons from time to time for the same ends and purposes. *And* the said *B. J.* for himself, his heirs, executors and administrators, *Doth* covenant and agree to and with the said *J. B.* his executors, administrators and assigns by these presents in manner following, (that is to say,) *That* he the said *B. J.* shall and will, well and truly pay or cause to be paid unto the said *J. B.* his executors, administrators and assigns, for and during the term of the natural life of him the said *B. J.* the said annuity or clear yearly sum of 100 *l.* free and clear of and from all taxes, charges and deductions

Upon further trust.

In case annuitant leaves the kingdom to retain insurance.

And to pay the residue to the annuitant.

Power of attorney.

Covenant for payment of annuity.

Good right to
grant and assign.

And is in the
receipt of the
premisses.

And hath not
incumbered.

Exception.

And to appear
at any office for
insurance of
lives.

And shall not
do any act to
avoid the said
policy.

Power to apply
by petition or
otherwise to the
court of chan-
cery.

tions whatsoever, parliamentary or otherwise, at the places and times and in manner and form herein-before mentioned, And that he the said *B. J.* now hath in himself good right, full power and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over unto the said *J. B.* his executors, administrators and assigns, the said interest, dividends and produce of the *residuum* of the said testator's personal estate in manner and form aforesaid, and that the said *B. J.* now at the time of making and executing these presents is in the receipt and enjoyment and well intitled in possession to the interest, dividends and produce of the *residuum* of the said testator's personal estate, and that the said *B. J.* hath not at any time or times heretofore made, done or committed, or suffered to be made, done or committed any act, deed, grant, assignment, matter or thing whatsoever, whereby or wherewith the said interest, dividends and produce of the *residuum* of the said testator's personal estate hereby granted or expressed or intended so to be, is, are, can, shall or may be in any wise charged, incumbered or affected, or annulled, extinguished, forfeited, or become void or voidable, except the three several annuities, amounting in the whole to the clear yearly sum of 350*l.* granted by the said *B. J.* to the following persons, (*viz.*) one annuity of 150*l.* to — of *Es.* another annuity of 100*l.* to — of *Es.* and another annuity of 100*l.* to — of *Es.* for and during the life of him the said *B. J.* And also, that the said *B. J.* shall and will at any time or times hereafter, at the request of the said *J. B.* his executors, administrators or assigns, appear in person as often as there shall be occasion for his so doing, (upon his having notice thereof,) at any office or place of insurance, or at any other place within the cities of *London* or *Westminster*, or shall send to him or them notice of his (the said *B. J.*s.) place or abode, and if necessary vouchers or certificates of his the said *B. J.*s being living and of the state and condition of his health, in order that the said *J. B.* his executors, administrators or assigns, may insure the life of him the said *B. J.* for the better and more effectual securing to him and them the said annuity or yearly sum of 100*l.* in the said bond above-mentioned. And further, that the said *B. J.* shall not nor will do any act or thing, acts or things whatsoever, that shall or may in any way impeach or render void any policy or policies of insurance made by the said *J. B.* his executors, administrators or assigns, for insuring the life of the said *B. J.* And further, it is hereby agreed and declared and the said *B. J.* doth covenant, promise and agree to and with the said *J. B.* his executors and administrators, that he the said *B. J.* his executors or administrators shall and may forthwith apply by petition or otherwise to the court of chancery to obtain an order to have the said annuity or yearly sum of 100*l.* paid to him the said *J. B.* his executors, administrators or assigns, by the accountant-general of the said court, by and out of the dividends, interest and produce of the said *residuum* of the said testator's personal estate so given to the said *B. J.* during his life as aforesaid; and that he the said *B. J.* shall and will upon such application made by the said *J. B.* his executors, administrators or assigns, for obtaining an order in the said accountant general for that purpose, consent thereto, and do and execute, or concur in doing or executing, all and every such act and deed, acts and deeds, as shall be requisite or expedient for or in any wise to facilitate the obtaining such order; and lastly, that he the said

said B. J. his executors, administrators and assigns, shall and will, from time to time, and all times hereafter, at the request of the said J. B. but at the costs and charges of the said B. J. his executors, administrators and assigns, make, do, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other lawful and reasonable acts, deeds, assignments, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, assuring, and securing the said annuity, or clear yearly sum of 100*l.* clear of all deductions, unto the said J. B. his executors, administrators and assigns, and for the assigning and assuring to him or them for that purpose, the said interest, dividends and profits of the said *residuum* of the said testator's estate and effects, to which the said B. J. is so entitled during his life as aforesaid, as by the said J. B. his executors, administrators and assigns, or his or their counsel, shall be reasonable advised, devised or required. *And Whereas* the said B. J. hath executed a bond or obligation bearing even date with these presents, and entered into by him the said B. J. to the said J. B. in the penal sum of 1200*l.* conditioned for the payment of an annuity, or clear yearly sum of 100*l.* to the said J. B. his executors, administrators or assigns, and performance of the covenants in this indenture contained, and also duly executed, a warrant of attorney for confessing a judgment, and which said judgment is intended to be entered on record in his majesty's court of king's bench at *Westminster*, as of *Trinity Term* last, or of some other subsequent term. *Now this Indenture Witnesseth*, and it is hereby declared and agreed by and between the said parties to these presents, that the said annuity secured by the said bond is the same annuity, or yearly sum as is meant and intended to be secured by these presents as aforesaid; and that the said judgment upon the aforesaid bond to the said J. B. is intended to be entered up; and the said J. B. his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantage arising and to be had or taken thereby as a collateral security only. And for the better and more effectual payment of the said annuity, or clear yearly sum of 100*l.* to the said J. B. his executors, administrators and assigns, during the life time of the said B. J. at the several days and times, and in the manner herein before limited and appointed for the payment thereof, and that no executions shall be issued or taken out upon the said judgment, unless and until some one quarterly payment of the said annuity shall be in arrear for the space of 21 days herein before limited and appointed for payment thereof. *Provided always*, and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and of the said parties hereto is; and the said B. J. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said J. B. his executors, administrators and assigns, that when and as often as the said annuity, or any part thereof, shall be behind and unpaid by the space of 21 days next over or after any or either of the said days and times herein before mentioned or appointed for payment thereof, that then, and so often in every such case, it shall and may be lawful to and for the said J. B. his executors, administrators and assigns, to sue out such execution or executions upon or by virtue of the said judgments herein before mentioned, as he or they shall think fit or

Further assurance.

Recital of bond for securing the said annuity,

And of a warrant of attorney. Declaration that the annuity secured by the said bond is the same annuity, as is secured by this deed, &c.

And that said judgment is intended to be entered up.

And that no execution shall be taken out thereon, until, &c.

Proviso. That on default of payment for 21 days, it shall be lawful for the grantee to take out execution.

be

And that it shall not be necessary for the said grantor to revive, &c.

be advised for the recovery of the arrears of the said annuity or yearly sum of 100 *l.* and all costs and charges which the said *J. B.* his executors, administrators and assigns, or any of them, shall bear, pay, sustain or be put unto, by or by reason or means of the non-payment of the same annuity, or any part thereof, and that it shall not be necessary for the said *J. B.* his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter, or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary, and that he the said *B. J.* shall not or will have take or receive any advantage for want of reviving or keeping the said judgment on foot. *In Witness, &c.*

J. J. P.

A Grant of Rent for a Marriage Settlement.

Consideration.

Grant.

Habendum for 99 years.

Power to distress upon non-payment.

THIS Indenture, made, &c. Between *E. G.* of, &c. of the one part, and *R. R.* and *J. G.* son and heir apparent of the said *E. G.* of the other part: *Whereas* there is a marriage intended shortly to be had and solemnized betwixt the said *J. G.* and *A. R.* daughter of the said *R. R.* Now this Indenture Witnesseth, that for and in consideration of the said intended marriage, and of the sum of ten thousand pounds of lawful money of Great Britain, to him the said *E. G.* as the marriage portion of the said *A.* by the said *R. R.* at or before the enfeoffing and delivery of these presents well and truly paid, the receipt whereof the said *E. G.* doth hereby acknowledge: And for providing a present maintenance for the said *E. G.* and *A. R.* during the life of the said *E. G.* in case the said intended marriage shall take effect, he the said *E. G.* Hath given, granted and confirmed, and by these presents Doth give, grant and confirm, unto the said *J. R.* one annuity or yearly rent-charge of eight hundred pounds of lawful money of Great Britain, to be yearly issuing and going out of the manor or lordship of *D.* and all and singular the messuages, lands, tenements and hereditaments whatsoever of the said *G.* situate, lying and being in the said parish of *D.* in the said county of, &c. To have and to hold, perceive, and yearly to receive, take and enjoy the said annuity or yearly rent-charge of eight hundred pounds to the said *J. G.* and his assigns, for and during the term of 99 years, commencing immediately from and after the solemnization of the said intended marriage, and fully to be compleat and ended, if the said *E. G.* and *J. G.* shall so long jointly live, and to be payable yearly, at the four most usual feasts or terms in the year, (that is to say) the Annunciation of the Blessed Virgin Mary, the feast of St. John Baptist, the feast of St. Michael the Archangel, and the Birth of our Blessed Lord and Saviour Jesus Christ, by even and equal portions, the first payment thereof to begin and be made at the feast of the Annunciation next ensuing the solemnization of the said intended marriage: And the said *E. G.* doth hereby further grant and agree, That if it shall happen the said annuity or yearly rent-charge of eight hundred pounds per annum, or any part thereof, be behind or unpaid at any of the days and

times whereon the same ought to be paid, that then and so often it shall and may be lawful to and for the said J. G. into and upon the said manor, messuages, lands, tenements, hereditaments and premisses, out of which the said yearly rent is granted, or mentioned to be granted, to be issuing or mentioned to be issuing as aforesaid, and into every or any part or parcel thereof, at his and their liberty, choice and pleasure, to enter and distrain for the said yearly rent of eight hundred pounds, and arrears thereof, and the distress and distresses then and there so bound to take, lead, drive or carry away, and impound, and in pound to detain and keep, until the same yearly rent of eight hundred pounds, and all arrears thereof, for which such distress or distresses shall be made as aforesaid, shall be unto the said J. G. or his assigns fully satisfied, contented and paid: *And further*, if it shall happen that the said yearly rent, or any part thereof, be behind and unpaid by the space of forty days next after any of the said days, on which the same ought to have been paid as aforesaid, *That* then and so often and from time to time it shall and may be lawful to and for the said J. G. and his assigns, into and upon the said manor, messuages, lands, tenements, hereditaments, and all and singular other the premisses, out of which the said yearly rent is granted, or hereby mentioned to be granted, to be issuing, or mentioned to be issuing as aforesaid, and into every or any part or parcel thereof, at his and their liberty to enter, and the same to retain, hold and keep, until the same yearly rent of eight hundred pounds, and every part thereof, of such part or parts of the said yearly rent of eight hundred pounds, and every part thereof, or such part or parts of the said yearly rent, and of the arrearages thereof, as shall be then behind and unpaid, and all damages, costs, charges and expences in and about, or by reason of any non-payment of the same happening, out of the rents, issues and profits thereof, shall be fully satisfied, contented and paid: *And* the said E. G. doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said J. G. his executors and administrators, that for and notwithstanding any act or thing by the said E. G. had, made, done, committed or suffered to the contrary, he is rightfully and lawfully seised of and in the said manors, messuages, lands, tenements, hereditaments and premisses, for and during the term of his natural life: *And* hath full power and lawful authority by these presents, to charge the said premisses, and every part thereof, with the said yearly rent of eight hundred pounds, in manner and form aforesaid. *And* that he will well and truly pay and satisfy the same, by quarterly payments, at such feasts, days or times as before appointed for the payment thereof, without any deduction or abatement, for or by reason of any taxes or impositions whatsoever, that shall be taxed, imposed or assessed upon the said rent-charge of eight hundred pounds hereby granted or mentioned to be granted, or upon the said J. G. or his assigns, for or by reason or in respect of the said rent-charge, by any act of parliament already or hereafter to be made. *And* that he the said E. G. shall and will bear and pay the same, and save and keep harmless and indemnified the said J. G. and his assigns, of and from the payment thereof. *And further*, the said E. G. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said R. R. his executors and administrators, that if it shall happen the said J. G. die in the life-

Clause of entry.

Covenant that he is tenant for life,

And hath power to settle.

Covenant to repay the rent.

And to indemnify A. B. from the payment thereof.

time

The grantor will maintain all and every the children left by C. D. at his decease or in *ventre sa mere*.

time of the said E. G. leaving any child or children born, or in *ventre sa mere* by him lawfully begotten upon the body of the said A. R. his intended wife, That then the said E. G. shall and will, at his own proper costs and charges, provide for, and well and sufficiently maintain all and every such child and children, with necessary and convenient meat, drink, lodging, cloathing, attendance, education and provision suitable to their degree, quality, ages and conditions. *In Witnesses, &c.*

Before Marriage, of an Annuity (or Pin-Money) upon Trust for the intended Wife's separate Use, over and above a Settlement of equal Date.

Recital of marriage intended.

And agreement to settle pin-money.

Consideration.

Grant.

Habendum.

Clause of distress.

Covenant to pay the money.

Declaration. Trust.

THIS Indenture Tripartite, made, &c. Between G. P. of ——— esq. of the first part, (the intended husband) T. B. one of the fillets of Sir T. B. of ——— (the intended wife) of the second part, and Sir J. C. of ——— and J. C. of ——— (trustees) of the third part. *Whereas* a marriage is, by God's permission, intended to be shortly had and solemnized between the said G. P. and T. B. and the said G. P. out of the great love and affection he hath and beareth to the said T. his intended wife, hath agreed, over and above the settlement and provision made for the said T. on his said intended marriage, by settlement bearing equal date herewith, to settle the annual sum of 100 l. tax free, on the said T. for her pin-money, during the joint lives of the said G. P. and T. his intended wife: *Now this Indenture witnesseth*, that in performance of the said agreement, and in consideration of the sum of 10 s. of, &c. to the said G. P. by the said Sir J. C. and J. C. in hand, &c. the receipt, &c. He the said G. P. Hath given, granted and confirmed, and by these presents Doth give, &c. unto the said Sir J. C. and J. C. an annual sum, or yearly rent-charge of 100 l. to be issuing and going out of All that, &c. To have, hold, perceive, receive and enjoy the said annual payment or yearly sum of 100 l. to the said Sir J. C. and J. C. their heirs and assigns, during the joint lives of the said G. P. and T. to be paid quarterly at Christmas, Lady-Day, Midsummer, and Michaelmas, without any deduction or abatements for taxes parliamentary or others, or other matter or thing whatsoever; the first payment to be made on such of the said feasts as shall next happen after the solemnization of the said intended marriage; And if it shall happen that the said annual sum or yearly sum of 100 l. be behind, &c. (clause for trustees to distrain on non-payment; and a covenant, that if the marriage take effect, the husband will pay the said annuity, Vid. Tit. Covenants.) it is hereby declared and agreed by and between all the said parties to these presents, that the said annual sum of 100 l. so granted to the said Sir J. C. and J. C. as aforesaid, is upon trust (to pay the same to the said T. for her separate use, notwithstanding her coverture. Vid. Tit. Uses.) (Proviso added, that if the annuity be behind for more than two years, no demand of distress to be made. Vid. Tit. Proviso.) *In Witnesses, &c.*

Consideration.

Sale.

Of Stock.

Habendum.

Consideration.

Grant.

Habendum.

Covenants.

Provisoes.

G

payment of the said 1500 l. 40 l. of the said annuity shall cease. Vid. lit. Proviso.) In Witness, &c.

Of an Annuity or Rent-Charge, to commence after the Death of the Grantor, if the Grantee survives, issuing out of all the Grantor's real Estate.

Consideration of faithful services.

Grant.

Habendum.

THIS Indenture, made, &c. Between C. W. of, &c. Esq; of the one part, and C. D. of, &c. of the other part, *Witnesseth*, that as well for and in consideration of the past faithful services of the said C. D. towards the said C. W. and for securing a provision immediately from and after the death of the said C. W. for the maintenance and support of the said C. D. during his life, in case he the said C. D. shall survive the said C. W. as for and in consideration of the sum of 10 £. to the said C. W. in hand paid, by the said C. D. at or before, &c. the receipt, &c. and for divers, &c. he the said C. W. Hath given, granted and confirmed, and by these presents *Doth* give, &c. unto the said C. D. One annuity or yearly rent-charge of 500 l. of, &c. to be issuing and going out of all and every the messuages, farm, lands, tenements, hereditaments, and real estate whatsoever, of the said C. W. situate, &c. To have hold, perceive, receive, take and enjoy the said annuity or yearly rent-charge of 500 l. unto the said C. D. and his assigns from and immediately after the death of the said C. W. for and during the term of the natural life of the said C. D. the annuity or yearly rent-charge of 500 l. to be payable and paid yearly in the Inner Temple Hall London, without any deduction, default or abatement, for or by reason of any charges of return, or any taxes, charges or assessments whatsoever imposed or to be imposed on the said annual sum of 500 l. or on the lands charged with the payments thereof, by authority of parliament or otherwise howsoever, at the four most usual quarter-days or times of payment in the year, that is to say, at *Lady Day, Midsummer, Michaelmas, and Christmas*, by equal portions; the first payment to begin to be made on such of the said days or times of payment, as shall first next happen after the death of the said C. W. (*Covenants to disseise and enter on non-payment, vid. before, and tit. Covenants.*) In Witness, &c.

A Grant of the next Turn or Right of Presentation to a Rectory or Parish Church.

Consideration.

THIS Indenture, made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, *Witnesseth*, that the said A. B. for and in consideration of the sum of 1000 l. of lawful money of Great Britain, to him in hand well and truly paid by the said C. D. at and before the sealing and delivery of these presents, the whereof he the said A. B. doth hereby acknowledge, and thereof

therefrom, and of and from every part and parcel thereof, doth acquit, release and discharge the said *C. D.* his executors, administrators and assigns for ever by these presents, *Hath* granted, bargained, sold, assured and confirmed, and by these presents *Doth* grant, bargain, sell, assure and confirm unto the said *C. D.* his executors, administrators and assigns, the next turn or right of presentation, avoidance, donation, nomination and free disposition of; in and to the rectory or parish church of *C.* with the chapel of *D. P.* annexed, in the county of *S.* and diocese of the bishop of *W.* and all messuages, cottages, tenements, glebe lands, and all other lands, meadows, pastures, feedings, tythes, oblations, convents, waters, fishings, profits, commodities, advantages, hereditaments, rights, members and appurtenances whatsoever, to the said rectory, parsonage church and chapel, every or any of them, respectively belonging, or in any wise appertaining, or therewith had, used, held, occupied or enjoyed, as part, parcel or member thereof; when the same shall become vacant by the death, cession, deprivation or resignation of *B. R.* clerk, now incumbent thereof, or by any other ways or means whatsoever; *To have and to hold* the said next turn or right of presentation, donation, nomination and free disposition to him the said *C. D.* his executors, administrators and assigns, in order for him or them to present one fit person to the said rectory, or church and chapel aforesaid, when the same shall become vacant, to officiate in the same church and chapel, and receive and take the rents, issues and profits of the same, to and for his sole use and benefit. *And* the said *A. B.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant and agree to and with the said *C. D.* his executors, administrators and assigns, in manner following (that is to say) That he the said *A. B.* is the true and lawful owner and patron of the said rectory, or church and chapel aforesaid, and is thereof lawfully seised of good, sure, perfect and indefeasible estate of inheritance in fee simple; and now, at the time of the sealing and delivery of these presents, hath good right, full power, and lawful and absolute authority to grant, bargain, sell, assure and confirm unto the said *C. D.* his executors, administrators and assigns, the said next presentation, donation, nomination, and free disposition of the said rectory or church and chapel, in manner and form aforesaid. *And also* that it shall and may be lawful to and for the said *C. D.* his executors, administrators and assigns, to present some person to the next avoidance thereof, whensoever the same shall become void. *And also* that the said *C. D.* his executors, administrators and assigns, and every of them, shall and lawfully may from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said next presentation or avoidance of the said rectory, or church and chapel herein before granted, with their appurtenances, without the lawful let, suit, trouble, molestation, interruption, cession, disturbance or denial of him the said *A. B.* his heirs, executors, administrators and assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming or to claim the same by, from, under him, them, or any of them. *Provided always*, and it is here agreed between the said parties to these presents, and the said *A. B.* hereby further for himself, his heirs, executors and administrators covenant, promise and agree to, and with the said *C. D.* his executors, administrators and assigns, that in case the said *R. B.* the present incumbent

Grant.

Habendum.

That grantor is lawful owner.

And lawfully seised and hath power to grant.

That grantee may present.

For quiet enjoyment.

bent of the said rectory, or parish church of *C.* aforesaid, shall at any time hereafter during such his incumbency, be created or promoted to the dignity of a bishop by means whereof the right of presentation to the same rectory or parish church may devolve upon, and be exercised by virtue of his majesty's royal prerogative in such cases, that then, and in such cases it shall and may be lawful to, and for the said *C. D.* his executors, administrators and assigns to have, hold and enjoy the first or next turn or right of presentation, avoidance, collation, nomination and free disposition of, and to the said rectory or parish church of *C.* aforesaid, when and after the same shall happen to become void by means of the death, resignation, cession or deprivation of the person so to be presented by virtue of his said majesty's prerogative royal as aforesaid, or in any other way or manner whatsoever, any thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness* whereof, &c.

Grant of the next Presentation by Husband and Wife, in case the Living shall become void in the Wife's Life, it being Part of her Settled Estate for Life, with a Covenant to levy a Fine, Sur Concesserunt.

THIS Indenture made the — day of, &c. 1759, Between *A. B.* of — and *E. B.* his wife, of the one part, and *C. D.* of the other part. *Whereas* by virtue of one indenture of settlement, bearing date on or about the 14th day of November 1739, and made or mentioned to be made between *J. T.* of *W.* &c. of the one part, and *J. H.* of, &c. and *J. W.* of, &c. of the other part, the advowson and right of patronage of and unto the rectory and parish church of *W.* in the county of *E.* with their several and respective rights, members and appurtenances, were, for the considerations therein mentioned, settled and limited to the use of the said *E. B.* (then *E. H.*) for her life with divers remainders over. *And whereas* the said *C. D.* hath contracted and agreed with the said *A. B.* and *E.* his wife, for the purchase of the right of presentation to the said rectory and parish church of *W.* when and so often as the same shall or may be, or may become void during the life of her the said *E. B.* and is to give for such purchase the sum of 500 *l.* of lawful money of Great Britain, to be paid in the manner herein after mentioned. *Now this Indenture Witnesseth*, that in and in consideration of the sum of 100 *l.* of good and lawful money of Great Britain to the said *A. B.* and *E.* his wife, or one of them, in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. *And also* in consideration of the further sum of 400 *l.* secured to be paid to the said *A. B.* and *E.* his wife, or one of them, within three months next after the death of the rev. *G. A.* the present incumbent of the rectory or parish church of *W.* in case he should happen to die in the life-time of the said *E. B.* they the said *A. B.* and *E.* his wife and each of them hath granted, bargained and sold, and by these presents *Do*, and each of them *Doth* grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, *All* that the right of presentation

presentation, donation, collation and free disposition of, in and to the rectory and parish-church of *W.* in the said county of *E.* when and so often as the same shall become void by the death, resignation or deprivation of the rev. *G. A.* the present or any other incumbent thereof or otherwise howsoever, in the life-time of the said *E. B.* together with all issues, profits, privileges, rights, members and appurtenances whatsoever to the same rectory and parish-church belonging, or in any wise appertaining, or accepted, reputed, adjudged or taken to be as part, parcel or member thereof, and all the right, title, interest, property, claim and demand whatsoever, of them the said *A. B.* and *E.* his wife, or either of them, at law or in equity, of, in, or to the right of presentation and premisses, or any part thereof, *To have and to hold* the said right of presentation of, in and to the said rectory or parish-church of *W.* herein before granted, bargained and sold, or mentioned or intended so to be, with the rights, privileges, members and appurtenances thereof, unto the said *C. D.* his executors, administrators and assigns, during the life of the said *E. B.* to and for his and their own use and benefit. *And* for the better and more effectual granting, conveying and assuring the said right of presentation and premisses herein before granted unto the said *C. D.* his executors, administrators and assigns, he the said *A. B.* for himself, his heirs, executors and administrators, and for the said *E.* his wife, doth covenant and grant to and with the said *C. D.* his executors, administrators and assigns, that they the said *A. B.* and *E.* his wife, or one of them, shall and will, as of *Michaelmas* term now next ensuing, or some other subsequent term, at the costs and charges of the said *C. D.* acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster*, one fine *sur concesserunt*, according to the usual course of fines in such cases used, unto the said *C. D.* of the advowson of the parish-church of *W.* by such apt and convenient names and descriptions to ascertain the same, as shall be thought proper and requisite in that behalf, *to have and to hold* the same unto the said *C. D.* his executors, administrators and assigns, during the life of the said *E. B.* to the uses, ends, intents and purposes herein before limited and declared of and concerning the right of presentation to the said parish-church of *W.* aforesaid, and to no other use, intent or purpose whatsoever: *And* the said *A. B.* for himself, his heirs, executors and administrators, and for the said *E.* his wife, doth hereby covenant and grant to and with the said *C. D.* his executors, administrators and assigns, that they the said *A. B.* and *E.* his wife, now have in themselves, or one of them hath in himself or herself, the said right, &c. to grant; *And also* that he the said *C. D.* his executors, administrators or assigns, or some of them, shall and may from time to time, and at all times hereafter, when and as often as the said rectory or parish-church of *W.* aforesaid shall become void during the life of the said *E. B.* present any person duly qualified according to law, to be chosen or of the said parish-church of *W.* aforesaid, in order to be instituted or inducted in the said church; which person or persons so to be presented by the said *C. D.* his executors, administrators or assigns, and instituted and inducted as aforesaid, shall and may peaceably and quietly, (The covenant for quiet enjoyment, free from incumbrances.) *And moreover* that they the said *A. B.* and *E.* his wife and their heirs, and every other person or persons whosoever, having or lawfully claiming, or which shall or may have or lawfully claim, any estate, right,

right, title, trust or interest of, in or to the said advowson, rectory or parish church aforesaid, shall and will from time to time, and at all times during the life of the said E. make, do, acknowledge, &c. (*The covenant for further assurance*). *In Witness, &c.*

Another Grant of an Advowson of a Rectory and Parish Church,

THIS Indenture Tripartite, made, &c. between the right honourable P. earl of B. of the first part, the right honourable W. lord L. of the second part, and Sir T. A. of, &c. baronet, J. H. of, &c. of the third part, *Witnesseth*, that for and in consideration of the sum of 5*s.* of, &c. to them the said earl of B. and W. lord L. in hand paid by the said Sir T. A. J. H. and F. B. at, &c. the receipt, &c. He the said earl and the said W. lord L. by the direction and appointment of the said earl, testified by his being made a party to and by signing and sealing of these presents, *Have* and each of them *Have* given and granted, and by these presents *Do* and each of them *Doth* give, &c. unto them the said Sir T. A. J. H. and F. B. their executors, administrators and assigns, *All* that the next and immediate advowson, donation, collation, presentation and free disposition of them the said earl and W. lord L. and either of them, of and to the rectory and parish church of Y. alias Y. in, &c. with its appurtenances, when the said rectory and parish church of Y. alias Y. shall become void in the life-time of the said P. earl of B. by the death, resignation, deprivation, promotion, or cession of P. St. J. clerk, (the present incumbent thereof or otherwise) so that it shall and may be lawful to and for them the said Sir T. A. J. H. and F. B. their executors, administrators or assigns, any fit person or persons, as the said earl of B. by writing under his hand shall nominate, direct or appoint, to the said rectory, to the diocesan thereof or any other competent judge in that behalf, to present, when the said present church shall become void, by any ways or means whatsoever, as such avoidance happen in the life-time of the said earl, and not otherwise. *In Witness, &c.* (interchangeably.)

R. W.

Of a Presentation in Trust.

TO all People to whom these presents shall come, the right honourable R. earl of M. sendeth greeting. *Know ye*, and witnesseth these presents, that the said R. earl of M. for the great kindness and charity he has for T. B. doctor in divinity, and for divers other good causes and considerations him thereunto moving, he the said earl *Have* (at the request and nomination of the said doctor T. B.) given and granted, and by these presents *Doth* give and grant unto the honourable C. M. (one of the commissioners of his majesty's treasury) J. M. his brother, esq; their executors, administrators and assigns,

next avoidance of, or presentation to the parish church of St. A. when the same shall next become void by the death or resignation of Dr. T. M. the present incumbent there, or otherwise: *To have and to hold* the said next avoidance or presentation unto the said C. M. and J. his brother, their executors, administrators and assigns, *In Trust* nevertheless for the said T. B. or such other person, as the said T. B. his executors, administrators or assigns, shall, in that behalf, nominate to be rector of the said parish church of St. A. when it shall next become void. *In Witness*, whereof the said R. earl of M. hath set his hand and seal the 11th day of November, &c.

A Grant of the next Presentation of a Rectory, made by Trustees and Cestuy que Trust.

TO all to whom, &c. S. S. H. wife of T. S. H. of, &c. esq; and sister and heir of the most noble E. late dutchess of, &c. deceased, M. H. of, &c. esq; and H. F. of, &c. gent. (which said M. H. and H. F. are the two acting executors and devisees in trust named in the last will and testament of the dutchess) send greeting. *Know ye*, that for divers good causes and considerations hereunto specially moving that the said M. H. and H. F. by the special direction of the said S. H. testified by her being party to, and signing and sealing these presents, *Have*, and each of them *Haith* (pursuant to the powers and authorities to them given in and by the said will of the said E. dutchess of, &c.) given and granted, and the said S. S. H. hath ratified, appointed and confirmed, and by these presents they the said M. H. and H. F. do, and each of them *Doth* fully, clearly and absolutely give and grant, and the said S. S. H. doth ratify appoint and confirm unto W. B. of, &c. the next advowson, donation, collation, presentation and right of patronage, of, in and to the rectory or parish church of, &c. in the county of E. with just right, free liberty and full power and authority to him the said W. B. whensoever the said rectory or church of M. C. shall happen to be void by the death, resignation, cession or presentation of the reverend J. B. the present incumbent, or otherwise; to present such fit and able person to the proper ordinary of the diocese for the time being, to serve the said rectory or church, as rector thereof, as the said W. B. shall think fit, without any the let, suit or disturbance of the said S. S. H. or M. H. and H. F. or claiming or to claim, by, from or under them; any of either of them. *In Witness* whereof the said S. S. H. M. H. and H. F. have hereunto set their hands and seals this first day of, &c.

A Grant of Tythes.

THIS Indenture &c. Between A. of the one part, and B. of the other part, *Witneseth*, that for and in consideration of the sum of 10*s.* of, &c. to the said A. in hand, &c. by B. at, &c. the receipt, &c. and in pursuance and performance of certain articles of agreement, bearing date the, &c. made, &c. between the said A. of one part, and the said B. of the other part, and for divers, &c. *She* the said A. *Hath* granted, bargained, sold, aliened, remised, released and confirmed, and by these presents *Doth*, &c. unto the said B. his heirs and assigns, (a) *All* those tithes of corn, grain and hay, arising, renewing, happening or coming within the town, hamlet, parish, fields, precincts and territories of C. in the county of T. with the appurtenances, and all glebe lands, and tythes whatsoever, of or belonging to the said A. being, arising, renewing, happening or coming within the said town, hamlet, &c. of C. aforesaid, *cum pertinentiis*, and the reversion, &c. *To have*, &c. to B. his heirs and assigns, *To* the only use and behoof of the said B. his heirs and assigns for ever. (*Usual covenants, &c. viz. Seised: good right to convey; quiet enjoyment free from incumbrances, and further assurance.*) *In Witnes, &c.*

A Grant of a Pew in a Church.

THIS Indenture, made, &c. Between J. G. S. of, &c. of the one part, and W. P. W. of Grey's Inn, &c. esq; of the other part, *Witneseth*; that for and in consideration of the sum of 10 guineas of, &c. to the said J. G. S. in hand paid by the said W. P. W. at or before the sealing and delivery of these presents, the receipt whereof, &c. *He* the said J. G. S. *Hath* granted, bargained and sold, and by, &c. unto the said W. P. W. his heirs and assigns, *All* that pew or seat formerly of J. G. late of, &c. deceased, late grandfather of the said J. G. S. and now of the said J. G. S. situate and being in the body of the parish church of B. in the county of H. abutting, &c. with the appurtenances, and also all the estate, right, title, interest and property whatsoever, either at law or in equity, of him the said J. G. S. of, &c. and unto the same premises; *To have and to hold* the said hereby granted pew or seat, unto the said W. P. W. his heirs and assigns, to the use and behoof of the said W. P. W. his heirs and assigns for ever, to be used and enjoyed with the mansion house of the said W. P. W. situate

(a) *Note*; There is no occasion for a lease for a year, tithes being a thing in grant and not in livery.

Q. If not the best way, by deed inrolled in court?

Answer. yea.

in *H.* aforesaid, within the said parish of *B.* for ever, or otherwise at the pleasure of the said *W. P. W.* his heir or assigns; And the said *J. G. S.* for himself his heirs and administrators, doth covenant with the said *W. P. W.* his heirs and assigns, in manner following, *viz.* that it shall and may be lawful to and for the said *W. P. W.* his heirs and assigns, tenants or undertenants of the mansion house aforesaid, from time to time, and at all times hereafter, peaceably and quietly to have, use, occupy and enjoy the said hereby granted pew or seat, and every part hereof, without any the lawful let, suit, trouble, molestation or interruption, of or by the said *J. G. S.* or his heirs, or any other person or persons whomsoever, lawfully claiming or to claim, by, from or under them, or any of them, or by, from or under the said *J. G.* deceased, free and clear, and freely and clearly acquitted and discharged of and from any former grants, bargains, sales, intails, settlements, wills and all other titles, charges and incumbrances whatsoever made or done by the said *J. G. S.* and *J. G.* deceased, or either of them, or any other person or persons whomsoever, lawfully claiming or to claim by, from or under them, or either of them; And further, that he the said *J. G. S.* and his heirs, and all other person and persons having or lawfully claiming or to claim any estate, right, title or interest, in or to the said hereby granted pew or seat, by, from or under the said *J. G. S.* or the said *J. G.* or either of them, shall and will at any time hereafter, upon the reasonable request and charge of the said *W. P. W.* his heirs and assigns, make, do, levy, execute and acknowledge, or cause and procure so to be, all and every such further and lawful act, deed, matter or thing in the law whatsoever, for the better conveying, assuring and confirming the said pew or seat unto and to the use of the said *W. P. W.* his heirs and assigns for ever, be the same by deed or deeds, fine or otherwise, so as for the doing thereof, no person or persons be obliged or compelled to travel from his, her or their then place or places of abode, and so as no such further assurance or assurances contain no farther or other warranty or covenant than against the persons that shall make the same, and their heirs, and all persons lawfully claiming or to claim, by, from or under them. *In Witness, &c.*

Grant of a Moiety of the Fees and Profits of the Transfer-Office, and 100l. per ann. out of the other Moiety (deducting incident Charges) so long as the Grantee shall in Person faithfully and diligently execute the same Office.

THIS Indenture made, &c. Between *T. N.* of *W.* esq; of the one part, and *D. T.* of, &c. esq; of the other part. *Whereas,* (recite the act and patent relating thereto): And *Whereas* the said *T. N.* hath by a certain deed of even date with these presents, constituted and appointed the said *D. T.* his lawful deputy, to hold and enjoy the said office, together with the salary or allowance of 150l. per ann. in manner as therein mentioned: Now this Indenture Witnesseth, that the said *T. N.* (for the better encouragement of him the said *T. D.* faithfully

fully to execute the said office, and for divers other good causes and valuable considerations him thereunto specially moving) *Hath* given and granted, and by these presents *Doth* give and grant unto the said *D. T.* One moiety of half-part of all and every the fees, perquisites and clear profits which shall arise, accrue or become due for or by reason of the said transfer-office; (All charges in house-rent, repairs and taxes, (over and above the said 100 *l. per ann.* allowed for the same by the said act) and all other charges and expences whatsoever, of or by reason of the said transfer-office, being first thereout taken and deducted); *To hold* and enjoy the said moiety or half-part of the said fees, perquisites and clear profits of the said office, after such deduction as aforesaid, unto the said *D. T.* from the feast-day of St. *Michael the Archangel* next ensuing the date hereof, for so long time as he the said *D. T.* shall in his own person diligently and faithfully execute the said office: *And this Indenture further Witnesseth*, that the said *T. N.* out of his further respect and good intentions to the said *D. T.* and also for the considerations aforesaid, *Hath* given and granted, and by these presents *Doth* give and grant unto the said *D. T.* the sum of 100 *l. per annum*, to be issuing and payable out of the other moiety of the clear profits, fees and perquisites of the said transfer-office, (if there shall be such clear profits) (all incident and collateral charges concerning the management of the said office, over and besides what is allowed by the said letters patent for house-keeper, clerks and taxes, being first deducted); *To hold*, enjoy, receive and take the said 100 *l. per annum*, from the feast day of St. *Michael the Archangel* next ensuing the date hereof, for so long time as he the said *D. T.* shall in his own proper person exercise and manage the said office of deputy to the satisfaction of the said *T. N.* *Provided always*, and if it is declared and agreed, that by the fees, perquisites and profits of the said transfer-office, the salary or allowance of 1800 *l. per annum*, nor any part thereof, is not intended to be comprehended or included, but that the same shall remain entire to, and in the disposition of the said *T. N.* (except that 150 *l. per annum* thereof, which is by the said deed of even date herewith granted by the said *T. F.* to the said *D. T.* as aforesaid); *Provided also*, that if the said *D. T.* shall not once in every month, (if requested so to do) and at every other time and times, within ten days after he shall be requested so to do by the said *T. N.* state and make up a true and just account of all and every the fees, perquisites and profits, and of all and all manner of direct or collateral benefits and advantages whatsoever, which he shall make or receive, for or by reason of the said office, and shall make oath, if so required by the said *T. N.* before some master of the court of chancery, of the justice and truth of such accounts, and do and shall not well and truly pay and satisfy to the said *T. N.* one moiety of such fees, profits, benefits and advantages, (the sum of 100 *l. per annum pro rata* for the time he shall so account, being by the said *D. T.* retained and deducted) in this present indenture, and every grant, matter and thing herein contained, shall cease and be void; *And* the said *D. T.* for himself, and his heirs, doth covenant and grant to and with the said *T. N.* to account with and pay to the said *T. N.* or his assigns, in manner and form as aforesaid. *In Witness, &c.*

Grant of an Executorship, and of all such Goods, &c. as the Executor hath or ought to have thereby, with a Letter of Attorney, and divers good Covenants.

THIS Indenture, made, &c. Between *M. C.* &c. executrix of the last will and testament of *E. C.* late of &c. aforesaid, widow, deceased, of the one part, and *J. S.* of, &c. aforesaid, of the other part, *Witnesseth*, that the said *M. C.* for and in consideration of, &c. hath given, granted, bargained and sold, and by these presents *Doth* give, &c. unto the said *J. S.* his executors, administrators and assigns, all and singular the goods, leases, chattels, both real and personal, that were belonging unto the said *E.* at the time of her decease, which the said *M.* hath, or of right ought to have as executrix of the last will of &c. or otherwise, and of all manner of debts, duties, advantages, commodities and demands, which the said *M.* her executors, administrators and assigns, hath, might or ought to have, take, challenge or demand as executrix of the last will of the said *E.* or otherwise, by virtue of the said last will and testament. *And further*, the said *M.* doth, for the consideration aforesaid, make, constitute, and, in the place and room of her executors and administrators, appoint the said *J. S.* during his life, and his executors, administrators and assigns, after his decease, to be the true and lawful attorney and attornies of her the said *M.* and of her executors and administrators of her the said *M.* giving and granting unto the said *J. S.* during his life, and unto his executors, administrators and assigns, after his decease, full power and lawful liberty, licence and authority in the name of her the said *M.* her executors and administrators, to take, have, ask, receive and levy all and singular such debts, duties and demands which were due and owing unto the said *E.* as executor of the said last will or otherwise, which she the said *M.* by force of the said will, may ask, have, take, demand, receive, recover or pay. *And further*, that he the said *J. S.* his executors, administrators and assigns, or any of them, shall or may from time to time, and at all times hereafter, in the name of her the said *M.* her executors or administrators, commence any action or actions, suit or suits, plaint or plaints against any person or persons in any court or courts whatsoever, or any of them, to arrest for any debt, duty, matter, cause or thing whatsoever, due, owing or accrued unto or demandable by the said *E.* at the time of her decease, and any other attorney or attornies in the name of the said *J. S.* to make, constitute, revoke, alter, remove and change; and the said actions, suits, plaints and arrests, or any of them, shall or may be made in the name of the said *M.* her executors, administrators or assigns, at the costs and charges in the law of the said *J. S.* his executors, administrators and assigns, prosecute and follow, until judgment and execution shall be thereupon had and made, and all and singular such sum and sums of money, goods, chattels, debts and other things, as shall be so in the name of the said *M.* received, recovered, had or levied by the said *J. S.* his executors, administrators or assigns, shall and may have, hold, keep

Grants.

keep and retain in the hands of him the said *J. S.* his executors, administrators or assigns, to his and their proper use and behoof, without any account or other thing therefore unto the said executors or administrators of the said *E.* yielding, rendering or paying; hereby giving and granting unto her said attorney, his executors, administrators and assigns, full power and authority to do and execute all and every act and acts, thing and things, touching and concerning the said premisses, in as large and ample manner, in all respects, as she the said *M.* can or might make, do or execute. *And further*, that the said *M.* doth by these presents, for her, her heirs, executors and administrators, covenant and grant to and with the said *J. S.* his executors, administrators and assigns, in manner and form following, that is to say, that she the said *M.* hath not, before the enfealing and delivery of these presents, made any gift, grant, bargain, sale or release of any of the goods or chattels before by these presents mentioned to be bargained and sold, nor any release, acquittance, or other discharge of any of the debts, duties or other things before by these presents mentioned to be granted; but that the said *J. S.* his executors, administrators and assigns, shall and may have and enjoy all and singular the goods and chattels before by these presents given, granted or sold, and receive, have, take, recover, levy and enjoy all and singular the debts, duties, liberties and authorities, and other things before by these presents mentioned to be granted, bargained, sold and assigned unto him, without any let or disturbance, or any revocation or annihilation of the said *M.* her executors, administrators or assigns, or of any other person or persons, by the procurement or assent of the said *M.* her executors, &c. *And further*, that the said *M.* hath not, heretofore discharged or released any debt or duty or other thing, which she, as executrix of the said last will, or otherwise by virtue of the said last will, may, can, might, should or ought to have, take, demand or recover; nor that she the said *M.* her executors, administrators or assigns, nor any other by her or their consent or procurement, shall or will at any time or times hereafter discharge or release any such debt or duty, or any action or actions, suit or plaint, that shall or may be taken or commenced for any such debt or duty; but that she the said *M.* her executors or assigns, shall and will from time to time, and at all times hereafter, justify and allow, confirm and avow all and every such action and actions, suit and suits, plaint and plaints, prosecutions, judgments and executions, as her said attorney or attornies shall have, take, commence, prosecute, sue or levy in her name touching the premisses, and permit and suffer her said attorney or attornies to receive, take and have to his and their own use and uses, all and every such sum and sums of money, goods, chattels and other things, as she, her executors or administrators, ought to have, receive and levy as executors of the said will, or otherwise, by virtue of the said will as aforesaid. *And further*, that she the said *M.* her executors, administrators and assigns, shall and will, at all times hereafter, permit and suffer the said *J. S.* his executors, administrators and assigns, from time to time, and at all times hereafter, to have the whole execution of the last will of the said *E. C.* and all the doings, dealings and transactions touching the same, and the administration of all the chattels, goods, debts, evidences and leases which were before long to the said *E.* at the time of her decease. *And the said J.*

or himself, his heirs, &c. covenanteth and granteth to and with the said *M.* her executors, &c. by these presents, that he the said *J. S.* his executors, &c. shall and will well and truly pay and satisfy all the debts of the said *E.* deceased, and all the legacies in the said will contained, according to the true meaning of the said will; and shall and will at all times hereafter well and sufficiently save and keep harmless the said *M.* her executors and administrators, touching or concerning the same. *In Witness* whereof, &c.

For more concerning Offices, see Deputations.

Indemnity.

A Deed to indemnify a Trustee, on his selling an Estate.

TO all to whom, &c. *Whereas J. G.* of —, whose name was used in trust, together with one *C. D.* of —, for the use and behoof of *J. J.* of —, and after for the use and behoof of me the Right Honourable *J.* earl of *B.* *Had* lately granted, bargained and sold unto *J. E.* and *J. C.* gent. their heirs and assigns, *All* that, &c. in and by one deed indented and inrolled, bearing date, &c. may appear: *Now know ye*, that I the said earl *Do* hereby acknowledge the said grant, bargain and sale, to have been so made by the said *J. G.* at the request and by the appointment of me the said earl; and I the said earl do hereby promise and undertake, for me, my heirs, executors and administrators, to save harmless and keep indemnified the said *J.* his heirs, executors and administrators, and every of them, of and from all actions, suits and troubles, and of and from all costs, damages and expences, which he the said *J. G.* shall or may be put unto, suffer or expend, for or by reason of the said manor, &c. descended on the said *J. G.* or of any trust concerning the same, or for or by reason of the said grant, bargain and sale, so made unto the said *J. E.* and *J. C.* as aforesaid, or of any matter or thing to be at any time hereafter done or happening, in pursuance thereof. *In Witness*, &c.

See Bonds of Indemnity, tit. Bonds.

A Receipt

Indorsements.

A Receipt for the Consideration Money mentioned in a Deed to be indorsed thereon.

R ECEIVED, on the day of the date of the
within written indenture, of the within named
A. B. the sum of 500 *l.* being the consideration money
within mentioned to be by him paid to me. } 500 0 0

C. D.

Witness,
E. F. &c.

A Receipt where there are two Originals, as in a Security to two Persons, &c. and two Receipts are given for the same Sum.

R ECEIVED, on the day of the date of the
within written indenture, of the within named
A. B. the sum of 1000 *l.* being the consideration money
within mentioned to be by him paid unto me, and for
which the like receipt is given on another part of the
within written indenture. I say received by me } 1000 0 0

C. D.

Witness,
E. F. &c.

A Receipt for Consideration Money, referring to another Receipt on another Deed for the same Sum.

R ECEIVED, on the day of the date of the
within written indenture of the within named
B. the full sum of 2000 *l.* being the consideration money
within mentioned to be by him to me paid, and
being the same sum of 2000 *l.* for which I have given
and signed another receipt indorsed upon an indenture in-
tended to be inrolled in Chancery, and bearing even date
with the within written indenture, and made between
the same parties as are to the same within written inden-
ture. I say received the said sum of 2000 *l.* by me } 2000 0 0

Rat.

Indorsements,

Receipt on a Deed for the Sale of Goods, &c.

RECEIVED, on the day and year first written, by me the within named J. M. of and from the within named R. E. the full sum of 185 l. 9 s. mentioned to be by him to me paid, for the coaches, hariots, harness, timber and other things which have been by him bought of me, and which have been appraised by two indifferent persons as is within mentioned. I say received by me

185 9 0

Upon Deeds there is not only indorsed a Receipt (where necessary) but a Testimonial of the due Execution of the Deed in the following Manner.

SEALED and delivered, (being first duly stamped) in the presence of

E. F.
G. H.

Or sometimes it may be thus.

SEALED and delivered, (being first duly stamped, and the names of A. and B. two trustees therein named, being wrote on an azure made in one part of the within written deed; or that one or more interlineations were first made in the first, second, &c. line of the first, &c. in, &c.) by the within named B. C. and D. in the presence of

E. F.
G. H.

Or thus,

Or thus, where a Man executes a Deed by Letter of Attorney.

MEMORANDUM, that the within named *M. W.* this — day of —, by virtue of a letter of attorney to him made by the within named *T. lord J.* for that purpose, (inrolled in the rolls of the high court of chancery) did sign, seal and deliver the within written indenture as the act and deed of the said *T. lord J.* in the presence of

A. B.

C. D.

Indorsement on a Settlement of a Leasehold Estate, to rectify a Mistake of four Messuages, thereby assigned, whereof only three of them were intended to be assigned. Drawn by Mr. Webb of Gray's Inn, being a Roman Catholick's Estate, done upon a 5s. Stamp.

MEMORANDUM, that before the enfealing and delivery of the within written indenture, it was agreed by and between all the parties to the same indenture, that only three of the within mentioned messuages, and the ground whereon they stand, (*viz.*) the messuage now in possession of *W. U.* the messuage in the possession of the widow *C.* and the messuage in the possession of *W. H.* were intended to be granted and assigned upon the trusts within mentioned; and that the messuage within mentioned to be in the possession of *W.* though mentioned to be granted or assigned, was not, nor is intended to be granted by the within written indenture, but was intended to be, and is hereby declared to be excluded from passing thereby; any thing in the within written indenture contained to the contrary thereof in any wise notwithstanding, (a)

Witness

E. W.

S. M.

H. S.

R. D.

E. W.

(a) Registered in *Middlesex*, and inrolled in his majesty's high court of chancery the 17th day of *May* in the year of our Lord, *1752*, being first duly stamped according to the tenor of the statute made in the sixth year of the reign of the late majesties king *William* and queen *Mary*.

The Entry or Inrolment of a Deed acknowledged at Bar.

England, ff. **B**E it remembered, that on the — day of — in this same term, before the lord the king at *Westminster*, comes *A. B.* in his proper person, and brings here into the court of our lord the king then here, his certain writing indented, which he acknowledges to be his deed; and prays that that writing may be enrolled on record in the said court, before the said lord the king his deed, and it is granted him by the said court, and the same is enrolled, in these words, *to wit, This Indenture, &c. (Here should follow the whole deed verbatim.)*

Another of a Deed acknowledged before the Lord Chief Justice.

land, ff. **B**E it remembered, that on (the first day of the term) in this same term, before the lord the king at *Westminster*, Sir *W. L.* the chief justice of our said lord the king, before the himself, here records that on the — day of — in the — of the reign of our said lord the king, before the said chief justice self at — came *A. B.* in his proper person, and he brought before the same chief justice then there a certain writing indented, which he acknowledged to be his deed, and prayed, that that writing might be enrolled of record before our lord the king as his deed, which said the aforesaid chief justice, with his own proper hands, hath now entered here into court in form aforesaid to be enrolled, and it is enrolled in this form, as follows, *to wit, This Indenture, made, &c. verbatim to the end of the deed.)*

Inrolment of an Indenture acknowledged before one of the puisne Justices.

and, to wit, **B**E it remembered, that on *Wednesday* next after — days of *St Michael* in this same term, before the lord the king at *Westminster*, Sir *E. P.* knight, one of the

See concerning inrolling bargains and sales, in the *First Part*.
Wills may also be inrolled, and frequently are in chancery.

L. V.

H

justices

Jointures.

justices of the lord the king, assigned to hold pleas in the court of our said Lord the king himself, here records, that on the ——— day of ——— in the ——— year of the reign of our said lord the king at ——— before the same justice, came *W. T.* esq; the son and heir apparent of *F. T.* esq; and that on the ——— day of ——— in the above-said ——— year of the reign of our said lord the king at ——— before the same justice, came *F. T.* in their own proper persons, and they then brought before the same justice there their certain indenture, which they acknowledged to be their deed, and they prayed that that indenture might be enrolled of record before our said lord the king as their deed, which said indenture the said justice, with his own proper hands, hath delivered here into court in form aforesaid to be enrolled, and the same is enrolled in this form as follows, *to wit, This Indenture made, &c.*

Jointures. (a)

A Jointure with all Covenants usual therein.

THIS Indenture, made, &c. Between *J. F.* of the one part, and *R. C.* and *M.* his daughter of the other part, *Witnesseth*, that the said *J. F.* doth, by these presents, covenant and grant to and with the said *R. C.* his executors and administrators by these presents, that he the said *J. F.* shall and will, before the feast of, &c. next ensuing the date hereof, marry and take to wife the said *M. C.* daughter of the said *R. C.* if the laws of the church will permit the same, and the said *M. C.* shall hereunto consent and agree: And the said *R. C.* for himself, his executors and administrators, doth covenant and grant to and with the said *J. F.* that the said *M. C.* shall likewise, before the said feast, &c. marry and take to husband the said *J. F.* if the laws of the church will permit the same, and the said *J. F.* shall thereunto consent and agree: And the said *J. F.* doth for himself, his heirs, executors and administrators, by these presents, in consideration of the said marriage so to be had and solemnized, and for the full and entire jointure of the said *M. C.* in case she shall happen to outlive the said *J. F.* and in full recompence and satisfaction of all the dower, and title of dower which she the said *M. C.* by or after the death of the said *J. F.* shall or may have in any the, &c. whereof the said *J. F.* shall, during the coverture between him and the said *M. C.* be seised of any estate of

(a) See also *Marriage Articles and Settlements.*

heritance, and for the advancement of the said *M. C.* and of the heirs male of the body of the said *J. F.* upon the body of the said *M. C.* lawfully to be begotten; and for divers other good causes and considerations him the said *J. F.* thereunto moving, *Doth*, for him and his heirs, covenant and grant to and with the said *R. C.* his heirs, executors and administrators, in manner and form following, (that is to say,) *That* he the said *J. F.* and his heirs, and all and every person and persons, and his and their heirs, which now stand and be seised of and in all that, *&c.* and of and in every part and parcel thereof, shall, from and after the said intermarriage, stand and be seised of all and singular the said, *&c.* with the appurtenances, to the only uses and intents hereafter in and by these presents expressed, limited and declared, and to no other use, intent or purpose whatsoever, (that is to say,) to the only use and behoof of the said *J. F.* and his heirs until the said marriage; and from and after the said marriage had, then to the use and behoof of the heirs male of the said *J. F.* upon the body of the said *M* lawfully to be begotten; and for default of such issue, to the use and behoof of the right heirs of the said *J. F.* for ever; *And* the said *R. C.* doth for himself, his executors and administrators, covenant, grant and agree to and with the said *J. F.* his executors and administrators, by these presents, that in case the said marriage between the said *J. F.* and the said *M. C.* daughter of the said *R. C.* shall take effect, and be solemnized at or before the said feast of, *&c.* herein before mentioned, the said *R. C.* his executors or administrators, shall and will, within six months after the said marriage shall be had and solemnized, pay or cause to be paid, unto the said *J. F.* his executors or administrators, as the marriage portion of the said *M.* the sum of 2000 *l.* of lawful money of *Great Britain*, at or in the now dwelling-house of the said *J. F.* situate, *&c.* *And* that he the said *R. C.* shall and will well and sufficiently maintain, provide for, find, keep and sustain the said *J. F.* and *M.* his wife, and all the issue of their bodies begotten, from time to time, and at all times, from and immediately after the solemnization of the said intended marriage between the said *J. F.* and *M.* so to be had, as aforesaid, during the natural life of the said *R. C.* with sufficient and convenient meat, drink, lodging and house-room, according and suitable to their quality and degree: *And further*, that the said *R. C.* shall and will, either in the life time of the said *R. C.* or by his last will and testament, leave, give devise and assure, or cause to be well and truly contented and paid unto the said *J. F.* or to the said *M.* in case she shall survive the said *J. F.* or to the children or child to be begotten between them, in case the said *J. F.* and *M.* shall both happen to die in the lifetime of the said *R. C.* to be equally divided between them the sum of 2000 *l.* of lawful money of *Great Britain* (over and beside the sum of 2000 *l.* herein before mentioned to be paid to the said *J. F.* as and for marriage-portion with the said *M.*) to be paid within two years after the decease of the said *R. C.* in case the same shall not be paid or satisfied in his life time; *And* the said *J. F.* doth for himself, his executors and administrators, covenant, promise, grant and agree to and with the said *R. C.* his executors and administrators, by these presents, that the marriage between him the said *J. F.* and the said *M.* shall take effect, and be had, as aforesaid; and if the said *M.* shall happen to survive and out live him the said *J. F.* and shall at any time after the

decease of the said *J. F.* be lawfully evicted or put out of or from the said, &c. limited to her, as aforesaid, for her jointure, or any part or parcel thereof; that then the executors or administrators of the said *J. F.* shall well and truly pay, or cause to be paid, unto the said *M.* so much lawful money of *Great Britain*, for the said premises or part thereof, being so evicted from the said *M.* as aforesaid, as the same shall amount unto at the rate of seven years purchase, for and according to the yearly value of the same, within six months after such eviction: *And* the said *J. F.* further for himself, his executors and administrators, doth covenant and grant to and with the said *R. C.* his executors and administrators, by these presents, that in case the said *M.* shall happen to depart this life within two years after the said marriage had and solemnized, as aforesaid, without having any issue of her body, lawfully begotten by the said *J. F.* then living, that then and in such case the said *J. F.* his executors or administrators, shall and will, for and in respect of the said sum of 2000*l.* of lawful money of *Great Britain* by him received, as aforesaid, as the marriage portion of the said *M.* repay and satisfy, or cause to be paid and satisfied, unto the said *R. C.* the sum of 1000*l.* of lawful money of *Great Britain* at one entire payment, within four months next after the decease of the said *M.* *And* the said *J. F.* for himself, his, &c. doth covenant and grant to and with the said *R. C.* his, &c. That if the said *M.* after the said marriage had and solemnized, do happen to die in the life-time of the said *J. F.* that it shall and may be lawful to and for the said *M.* at her free will and pleasure to make, publish and declare one will and testament in writing, under her hand and seal, and thereby to dispose, will, give and bequeath to any of her children, servants or friends, for their preferment and advancement, any sum or sums of money whatsoever, not exceeding in the whole the sum of 400*l.* of the goods and chattels of him the said *J. F.* without any let, disturbance or contradiction of the said *J. F.* without any let, disturbance or contradiction of the said *J. F.* and in as large and ample manner as if the said *M.* were then a feme sole and unmarried: *And lastly*, the said *J. F.* for himself, his heirs, executors, administrators, and every of them, doth by these presents covenant, promise and grant to and with the said *R. C.* his heirs and assigns, and every of them, that the said, &c. and all and singular other the premises, with the appurtenances herein before mentioned, now are and be, and so at all times hereafter, and from time to time, shall be, remain and continue unto the uses, intents and purposes before, in and by these presents limited, expressed and declared, free and clear, and freely and clearly acquitted, and exonerated, and discharged, or otherwise upon every reasonable request in that behalf to be made, well and sufficiently saved, defended and kept harmless, of and from all manner of former and other bargains, sales, gifts, grants, leases, jointures, dowers, uses, wills, intails, fines, recoveries, statute-merchant and of the staple, recognizances, judgments, executions, and of and from all other charges, titles, troubles, and incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done by the said *J. F.* or by any other person or persons whatsoever, by his means or procurement (all such leases, particular estates and interests, as he the said *J. F.* hath heretofore made to any person or persons whatsoever, of or upon the

said, &c. and other the premisses, or of or upon any part or parcel thereof, upon which leases and estates there is reserved the old and accustomed yearly rent or rents, or more; which shall continue yearly due and payable during the several terms, estates and interests, as aforesaid, only excepted and foreprized). *In Witness, &c.*

Woman's Jointure in Land, where, if any of the Land be evicted from the Woman, a Use is raised to her in other Land, during her Life.

THIS Indenture, &c. Between *W. B.* of *L.* merchant-taylor, of the one part, and *R. S.* &c. and *G. P.* of, &c. of the other part, *Witnesseth*, that whereas, by the grace of God, a marriage is intended to be shortly had and solemnized, between the said *W. S.* and *S. S.* daughter of the said *R.* The said *W. B.* for and in consideration of the same marriage, and for the tender love and affection that he the said *W.* beareth towards the said *S.* and for a competent jointure and maintenance for the said *S.* during her natural life, after the decease of the said *W.* and in full satisfaction and recompence of the dower of the said *S.* Doth, for him, his heirs, executors and administrators, covenant and grant by these presents, to and with the said *R.* and *G.* and each of them, their executors, &c. That he the said *W.* before the, &c. next coming, after the date hereof, shall and will lawfully assure and convey, or cause, &c. to be lawfully, &c. unto the said *R.* and *G.* their heirs and assigns, one capital messuage, with the appurtenances, together with two houses thereto adjoining, in or near unto *R.* in the county of *M.* and also fifty-six acres of land, meadow and pasture in *K.* and *C.* in the said county of *M.* by the name of three messuages, one dove-house, three gardens, forty acres of land, forty acres of meadow, and ten acres of pasture, with the appurtenances in *K.* and *C.* aforesaid; which said assurance and conveyance, so to be made as is aforesaid, shall be and remain, and the said *R.* and *G.* and their heirs, shall stand and be seised of the said premisses, with the appurtenances, to the uses, purposes, limitations and intents hereafter in these presents limited and declared, and to no other use, intent or purpose, that is to say, to the use of the said *W.* and his heirs, until the said intended marriage shall duly be had and solemnized; and from and after the solemnization of the said intended marriage, then to the use and behoof of the said *W.* and *S.* for the term of their two lives, and the life of the longest liver of them, and after the decease of the said *W.* and *S.* and the longest liver of them, to the use of the heirs of the body of the said *W. B.* and the said *S.* lawfully begotten and to be begotten; and for default of such issue, to the use of *T. B.* brother of the said *W.* and of the heirs male of the body of the said *T.* lawfully begotten, and to be begotten; and for default of such issue, to the use of such and so many of the sisters of the said *W.* that is to say, *S.* now wife of *R. U. B. E. B.* and *M. B.* sisters of the said *W.* and of their heirs forever, as at the time of such deceasing without issue, as is aforesaid, shall be living: And further, the said *W.* for him, &c. doth covenant, &c. with the said *R.* and *G.* &c. that the premisses aforesaid, and every

part

Jointures.

part and parcel thereof, with the appurtenances, are now of the clear yearly value of 30 *l.* of, &c. above all charges and deductions, notwithstanding any act or acts, thing or things, had, made, done, or willingly suffered by the said *W. B.* or any person or persons by his assent, means or procurement; *And* that all and singular the premises, with the appurtenances, shall at the making of the said assurance and conveyance before mentioned be discharged, or otherwise sufficiently saved harmless, of and from all and all manner of former bargains, &c. had, made, done, or willingly suffered, or to be had, made or done, or willingly suffered by the said *W. B.* or his heirs, or by *T. B.* father of the said *W.* or by any other person or persons whatsoever, having or claiming to have, or which at any time hereafter shall have or pretend to have any interest, estate, right, title or demand in or to the premises, with the appurtenances, or any part or parcel thereof, by, from or under the said *W.* and *T.* and their heirs, or any of them; *And* that he the said *W.* and his heirs, shall at all times hereafter, and from time to time, upon reasonable request or demand to be made unto the said *W. B.* or his heirs by the said *R.* and *G.* or either of them, at the costs and charges in the law of the said *R.* and *G.* or either of them, make, do, acknowledge, and suffer, or cause, &c. all and every such further act and acts, &c. as shall be reasonably devised, advised or required by the said *R.* and *G.* or either of them, for the better assurance, conveyance, and sure-making of all and singular the premises, with their appurtenances, according to the several uses, limitations, purposes and intents before in these presents limited and declared; be it by fine, feoffment, recovery, release, deed inrolled or otherwise, with warranty only against the said *W.* and his heirs, and *T. B.* father of the said *W.* and his heirs: *And further*, that if at any time after the decease of the said *W.* the said *S.* shall be lawfully evicted or put out of or from the said messuage and other the premises, or any part or parcel thereof, that then and from thenceforth the said *W. B.* his heirs and assigns, shall stand and be seised of and in such and so much of one messuage, now called the *C.* and of all and all manner of cellars, &c. to the said messuage last mentioned belonging, situate in the parish of *St. M.* of *L.* as shall amount to the clear yearly value of such and so much of the said messuages and other the premises first mentioned, as shall be evicted or taken away, to the use of the said *S.* for the term of her natural life, and after her decease to the use of the right heirs of the said *W.* for ever: *And lastly*, that at the time of such eviction, or taking away of the said messuages, and other the premises first named or any part thereof, the said messuages, and other the premises last mentioned, shall remain and be clearly discharged, and during the natural life of the said *S.* shall be sufficiently kept and saved harmless of and from all and all manner of estates, interests, charges and incumbrances whatsoever, had, made, done, or willingly suffered, or to be had, &c. by the said *W. B.* or any person or persons having or claiming, or which hereafter shall or may have or claim, any thing the premises, by, from, or under the said *W.* *In Witness, &c*

A Deed of Covenants for making a Jointure, after Marriage had.

THIS Indenture, made, &c. Between *B. A.* of the one part, and *L. H.* and *G. H.* of the other part, *Witnessth*, that the said *B. A.* for and in consideration of the love and affection that he the said *B.* beareth to *D. A.* his now wife, and for and in consideration of the true performance and accomplishment of all such promises, contracts and agreements had and made by the said *B. A.* upon the marriage between him the said *B. A.* and the said *D. A.* and for the assuring, conveying and making of a good and perfect jointure of the lands, tenements and hereditaments of the said *B. A.* unto the said *D. A.* for and during the term of her natural life, and to the intent the lands, tenements and hereditaments of the said *B. A.* hereafter mentioned, may be sufficiently conveyed and assured to and for the jointure of the said *D.* He the said *B. A.* Doth covenant, promise, grant and agree to and with the said *L. H.* and *G. H.* and their heirs, *That* he the said *B. A.* shall and will within the space of, &c. next ensuing the date of these presents, by good and sufficient conveyances and assurances in the law, sufficiently convey and assure unto the said *L. H.* and *G. H.* and their heirs, or to the survivor of them and his heirs, or to the heir or heirs of the survivor of them, and the heirs and assigns of such heir or heirs for ever, *All that* his marsh ground or lands, with the appurtenances, called, &c. lying and being in, &c. or in any of them, within the county of *E.* and also all other his lands, tenements and hereditaments with the appurtenances, &c. aforesaid, and that the said conveyance and assurance so to be had and made within the said space of, &c. next ensuing the date of these presents, shall remain and be, and the said *L. H.* and *G. H.* and their heirs, and the survivor of them and his heirs, immediately from and after such conveyance and assurance so had and made, shall stand and be seised of and in all and singular the said lands, tenements, hereditaments and other the premises, with their appurtenances, to the uses, intents and purposes hereafter in these presents expressed and declared, that is to say, *to the use* and behoof of the said *B. A.* and *D. A.* for and during the life of the said *D.* and in full recompence and allowance of her dower, and immediately from and after the decease of the said *D. A.* to the use of him the said *B. A.* his heirs and assigns for ever: *Provided always notwithstanding*, and it is the true intent and meaning of the said *B. A.* and of the parties to these presents, that it shall and may be lawful to and for the said *B. A.* at any time or times hereafter, at his will and pleasure, to demise, grant and make any lease or leases for the term of twenty-one years, or under, or for three lives, or fewer, to commence from the time of making such lease or leases in possession, and not in reversion, of all and singular the aforesaid lands, tenements and hereditaments, and other the premises, with their appurtenances, or of any part or parcel of the same, which have most commonly been used to be demised or to farm letten by the space of twenty years last past before the date hereof, so that the said *D. A.* be made party to all and every such leases

Jointures.

leases and demises, and that the old accustomed rent and rents, or more, be or shall be reserved upon all and every the said leases, grants and demises so to be made of the premises, or of any part thereof, as is aforesaid, to continue and be yearly payable during every of the said leases and terms unto the said *A. B.* and *D.* and the heirs and assigns of the said *B.* and so always as the said leases or demises, or any of them, be not in any wise dispunishable of waste: *And* that then and from thenceforth the said *L. H.* and *G. H.* and their heirs, and the survivor of them and his heirs, shall stand and be seised of all and in all and singular the said lands, tenements and hereditaments, and other the premises, with their appurtenances, and of and in any part or parcel thereof, so to be demised and leased, to the use and uses of all and every such person and persons, to whom the premises, or any part or parcel thereof, shall be demised and leased, their executors, &c. for and during such term and terms therein, as shall be limited upon any such lease or leases so to be made, as aforesaid, so that he or they to whom any such lease or leases shall be made, as aforesaid, their executors, &c. do well and truly pay, or cause to be paid, such of the same yearly rents and payments as shall be reserved and appointed to be paid upon the making of every or any such lease or leases as aforesaid, to the said *B. A.* and *D.* during the life of the said *D.* and after her decease, to all and every such person and persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest, of and in the same, or of and in any part or parcel thereof so to be demised or leased as aforesaid, shall, by and according to the true intent and meaning of these presents, next belong, revert, remain, come or be, after the expirations of such several demises or leases, as aforesaid, and shall and do well and truly observe, perform, fulfil and keep all and singular the covenants, grants, articles, conditions and agreements contained and specified in the same lease, leases and demises, on the tenant's part to be observed, performed, fulfilled and kept, according to the true intent and meaning of every such lease, grant or demise: *And* so also, and upon condition, that he or they, to whom any such lease or leases shall be made, his or their executors, &c. do not at any time or times during his or their several estate or estates of and in the premises, or of or in any part or parcel thereof, so to be demised or leased, commit or make, or willingly procure or assent, or suffer to be committed or done, any manner of waste, spoil or destruction, in and upon the premises, or in and upon any part or parcel thereof, which shall amount to 10 s. without the special licence and assent of the said *B. A.* and *D. A.* or of such person or persons to whom the immediate use, reversion or remainder thereof, shall for the time being be and appertain; *And* also, so that he or they to whom any such lease or leases shall be made of the premises, or of any part or parcel of the same as aforesaid, shall and do at all times, during his or their estate or estates of and in the same, well and truly content and pay to all and every such person and persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest of and in the same, shall by and according to the true meaning of these presents next belong, revert, remain, come or be, after the expiration or determination of such said several demises, all manner of rents, services, duties and customs, which either upon such several demises or leases, so to be made as aforesaid, shall be reserved or otherwise

otherwise due, by reason of the lands so to be demised or leased, according to the true meaning, purport and intent of the said several demises or leases thereof to be made in manner and form aforesaid: *And further*, the said *B. A.* for the considerations before in these presents expressed, doth for him and his heirs, &c. covenant, &c. That if he the said *B. A.* shall not or do not, within the space of, &c. next ensuing the date of these presents, well and sufficiently convey and assure all and singular the premises, with their appurtenances, unto the said *L. H.* and *G. H.* and their heirs as aforesaid, or shall or do leave any part or parcel of the premises not sufficiently conveyed and assured unto the persons aforesaid, in manner and form aforesaid, that then, and immediately from and after the end of the said one year next ensuing the date hereof as aforesaid, the said *B.* and his heirs, and all and every other person and persons, that shall then stand and be seised of and in the premises, or of any part or parcel thereof, shall stand and be seised of and in all such and so much of the premises, with the appurtenances, as shall be so left, and not sufficiently conveyed as aforesaid, to such and the same uses, and with and under such conditions, provisoes, contingencies, limitations and liberties, as before in these presents are limited, declared and expressed. *In Witness, &c.*

See more in title Marriage-articles, Settlements, Covenants to stand seised, &c.

Of Leases.

Of Leases.

(A) *A Lease what, and Lessor and Lessee who.*

A Lease (from *laisser*, *dimittere*, to part with) is a demise or letting of lands, rent, common, or any hereditament, to another for a lesser time than he who lets it has in it, (for when a lessee for life or years grants over all his estate or time to another, this is more properly called an assignment than a lease) and is most commonly and aptly made by the words *demise*, *grant* and *let*, although it may be made and done by other words.

He who lets is called the *lessor*, and he to whom it is let the *lessee*.

The word *lease* is also sometimes (altho' improperly) applied to the estate, the title, time or interest the lessee has to the thing demised, and then it is rather referred to the thing taken or had, and the interest of the taker therein : but in this place it is applied rather to the manner or means of attaining or coming to the thing letten.

(B) *Kinds of Leases.*

A Lease in this sense is sometimes made and done by *record*, as a *fine*, *recovery*, &c. and sometimes and most frequently by *writing* called a lease by indenture, although it may be made by deed poll.

And sometimes it is by *parol*, without any *writing*, as by the common law it might be of land or such like thing grantable without deed for life, and never so many years. But now by the *stat. 29 Car. 2. c. 3*. All estates, interests of *freehold*, or terms of years, or any uncertain interest in or out of lands, &c. not put in writing, and signed by the parties making them, or their agents, authorized by writing, shall have no greater effect than as leases at *will*; except leases not exceeding three years, whereof the rent reserved shall be two thirds of the full value of the thing demised. And no such estates or interests (not being copyhold or customary interests) shall be assigned, granted or surrendered, unless it be either by deed or note in writing, signed as before, or by act and operation of law.

A lease may be made either,

1. *For life* (*i. e.* for the life of the lessee, or another, or both) or,
2. *For years* (*i. e.* for a certain number of years, as ten, a hundred, a thousand or ten thousand years) *months*, *weeks* or *days*, as the lessor and lessee agree; and then the estate is properly called a *term of years*;

the word *term* not only signifies the limits and limitation of time, but also the estate and interest that passes for that time : some of these leases also for years commence *in presenti*, and some *in futuro*, at a day to come ; and the lease that is to begin *in futuro* is called an *interesse termini*, or future interest. Or,

3. *At will*, when a lease is made of land to be held at the will and pleasure of the lessor, or at the will and pleasure of the lessor and lessee together ; and such a lease may be made by word of mouth as well as the former.

And there is a common way of conveying by *mutual leases*, or by lease on each side, which is called a conveyance by *demise and re-demise*, and is proper upon the grant of a rent-charge.

(C) *Things necessarily required in every good Lease.*

Regularly these things must concur to the making of every good lease :

1. There must be a *lessor*, (as in other grants) and he must be a person able, and not restrained to make a lease.
2. There must be a *lessee*, and he must be capable of the thing demised, and not disabled to receive it.
3. There must be a *thing demised*, and such a thing as is demisable.
4. If the thing demisable be not grantable without a deed, or the party demising not able to grant without a deed, the lease must be made by deed ; and if so, then there must be a sufficient description and setting forth of the person of the lessor, lessee, and the thing leased, and all necessary circumstances, as sealing, delivery, &c. required in other grants must be observed.
5. If it be a lease for years, it must have a certain commencement, at least when it comes to take effect in interest or possession, and a certain determination either by an express enumeration of years, or by reference to a certainty that is expressed, or by reducing it to a certainty upon some contingent precedent by matter *ex post facto*, and then the contingent must happen before the death of the lessor or lessee.
6. There must be all needful ceremonies, as livery of seisin, attornment, and the like, in cases where they are requisite.
7. There must be an acceptance of the thing demised, and the estate by the lessee. But whether any rent be reserved upon a lease for life, years, or at will, or not, is not material, except only in the cases of leases made by tenant in tail, husband and wife, and ecclesiastical persons ; of which see hereafter.

(D) *What*

(D) *What is a good Lease for Life or Years with respect to the Lessor and Lessee, the Thing leased, and the Estate, Property or Possession of the Lessor, &c. therein.*

Leases for life, years, or at will, may be made of any thing corporeal or incorporeal, that lies in livery or grant. Also leases for years may be made of any goods or chattels. *Bro. Leases 23.*

A man seised of an estate in fee-simple in his own right of any lands or tenements, may by deed or writing in the country, (or before the *stat. 29 Car. 2. c. 3.* might without writing by word of mouth) make a lease of it for what lives or years he will or *would*. And he that is seised of an estate in tail of any lands or tenements, may make any lease out of it for his own life, but no longer, unless it be by fine or recovery, or it be such a lease as is warranted by the statute of *32 H. 8.* And he who is seised of lands or tenements of any estate for his own or another's life, may make what lease for years he will of it, and it will be good as long as the lease for life does last. And he who is possessed of lands or tenements for years, may make a lease of it for all or part of the years, and these are good leases. The tenants for life or years may also assign over all their estates if they please. And if such tenants make leases for longer time, as if lessee for years make a lease for life; by this the land will pass for life, if the term of years last so long. But if he gives livery of seisin upon it, (as he must to make the lease for life good) this is a forfeiture of the estate for years. *Co. 44. 7 Co. 12. Plow. 524.*

Infant.

If an infant be seised of land in fee-simple, and he makes a lease for years of it, rendering no rent; this lease is void. But if there be a rent reserved upon the lease, then the lease is but voidable, and may by the acceptance of the rent by the infant after his full age be made good. *9 H. 7. 24. 18 Ed. 4. 2. Plow. 545.*

Jointenants,
tenants in
common,
parceners.

Jointenants, tenants in common and parceners, may make leases for life or years of their own parts and purparties at their pleasure; and these leases will bind their companions. And one coparcener or tenant in common may make a lease of his part to his companion, if he will. *Lit. chap. Tenant in Common. F. N. B. 62. G.*

Baron and
feme.

If a feoffment be made upon condition, and before the time of performance of the condition the feoffor and feoffee join to make a lease for life or years of the land; this is a good lease.

A man that has an estate in land to him and his wife and his heirs, may make what lease he will of the land, and this will be good against all men but his wife only, and that for her time. *Bro. Leases 58.*

Lessor in fee
and lessee for
years.
Diseisee.

If there be lessor in fee, and lessee for ten years; in this case they two may join together, and make a lease for lives, or for any term of years; and this is good. *10 Co. 49.*

A disseisee cannot make a lease of that land whereof he is disseised.

until he makes his entry, or recovers the possession of the land again. *Plow. 133.*

So neither can a woman that has recovered the third part of her husband's lands, in a writ of dower, make any lease of it before she be in possession by execution. *Bro. Sci. Fa. 36.*

And yet if a lease be made to me for years, I may make a lease of part, or an assignment of all the term, before I have made my entry into the land demised. *Co. Lit. 46.*

So if the father dies, and the son makes a lease to a stranger of the land descended to him before his entry, this is a good lease: but if a stranger had entered, and abated into the lands, and then the son had made the lease, *contra. Plow. 137, 142.*

In some cases such persons as are not seised in fee-simple, &c. not able to derive such estates for life or years out of their own estates, may lawfully notwithstanding make such leases for life, &c. and this is sometimes by a special act of parliament enabling them so to do. And hence it is also, that a tenant in tail may make leases for three lives, or twenty-one years. And sometimes it is by a special power or authority given or reserved by and to the party himself that had the fee-simple in him, or given to some other to do it in his name; and leases thus made may be good. And therefore if an act of parliament enable a tenant in tail, or a tenant for life, to make leases for three lives, or twenty-one years, leases that are so made in pursuit of that authority are good. And if a man be seised of land in fee, and conveys it to the use of himself for life, or in tail, with divers remainders over, with a proviso, that it shall be lawful for him, or any such tenant in tail, to make leases for twenty-one years; in this case he or they may make such leases, and they will be good. But in both these cases care must be had to pursue the authority strictly, that the leases made be according to the power and direction given by the statute or proviso; (a) for if it differs and varies ever so little from the sense and meaning of the same, the lease will not be good. And therefore in the case before of a power to make leases for twenty-one years, if the party makes more leases for twenty-one years at one time than one, they are all void, except the first, because it is against the intent of the parties, though it be not against the words. And so if the power be to make leases for three lives, he cannot make a lease for ninety-nine years, if three lives so long live. But if the power be thus: *provided, &c. that he may make any lease in possession or reversion, so as it does not exceed the number of three lives or twenty one years*; in this case a lease may be made for ninety-nine years, if three lives live so long. But where uses are raised by way of covenant, and in the deed there is a proviso, *that the covenantor for divers good considerations may make leases for years*; this power is void, and no lease can be made hereupon; neither will any averment help in this case. And if a man has a

By special power or proviso to make leases.

(a) Under a power to a tenant for life to lease for years, reserving the usual covenants, &c. a lease made by him, containing a proviso, that in case the premises were blown down and burned, the lessor should rebuild, otherwise the rent should cease, was held void, the jury finding that such covenant was unusual. *See on the demise of Ellis v. Sandhouse. 1 Term Rep. 705.*

letter of attorney, to make leases for another, and makes them accordingly; such leases are good. 5 Co. 5. *Dyer* 357. 6 Co. 2, 8, 70. 1 Co. 75. (a)

But herein observe three things:

First, that the authority be good.

Secondly, that he who is deputy or attorney pursues the authority strictly

Thirdly, that he does it in the name of his master, and not in his own name. 9 Co. 76. A lease made by an attorney in his own name and the covenants to pay the rent are void. 2 *Ld. Raym.* 1419. *Stra* 735. S. P.

Livery not necessary in a lease made by virtue of a power. *Ld. Raym.* 99.

A lease for a greater number of years than the lessor had power to grant, shall be good in equity for so many years as he had power therein: so that where a person hath power to lease for ten years, and he leaseeth for twenty years, the lease shall be good for ten years of the twenty. 3 *Chan. Ca.* 23.

A lease for years mortgaged and near expiring was renewed by the mortgagor's executors; it was decreed that the new lease, allowing the charges, should be assigned to the plaintiff, and made subject to the payment of the mortgage money and interest. *Finch's Rep.* 393, 394.

If a lease for years be limited in trust for heirs male, &c. the limitation is void in law, and the term shall go to the executors or administrators: but an assignment of a lease, with limitations in tail, remainder over in trust; though it be void in law, it has been held good in equity by the intent. *Chan. Rep.* 16. 2 *Chan. Rep.* 58.

The heir shall have a lease assigned to attend the inheritance, and not the executor; and a lease waiting on the inheritance, where it is not assents in law, is not assents in equity. 2 *Chan. Ca.* 156, 49.

Leases devised by will are assents to pay the testator's debts, notwithstanding the assent of the executors to the devise of them. *Chan. Ca.* 257.

The question was, whether the inheritance of the land being gone and made void, the lease which was to attend it should go according to uses declared by covenant to stand seised. Decreed in this case, that it being a settlement on marriage, and so on a consideration, it should go to the wife for so many years as she lived. *Chan. Ca.* 47.

A seised in fee of an estate, demised to B. his executors, &c. for ninety-nine years in trust for himself and his wife, for their lives, and the life of the survivor, and after the death of the survivor, in trust for the heirs of their two bodies; and in default of such issue, in trust for the survivor of husband and wife. A. his wife had issue a son, A. dies, and afterwards the son dies without issue; the wife administered to her husband and son, and assigns the term to C. The question was, who was intitled to the trust of this term, whether it was attendant on the reversion, and so belonged to the plaintiff as the heir at law of A. who

(b) The construction of these leasing powers must be governed by the intention of the parties. Vid. *Pomeroy v. Partington, et al* 3 *Term Rep.* 665. *Baggott v. Oughlon.* 8 *Mod.* 249. *Fortesc.* 332. *Goodtitle v. Funican, Dougl.* 543.

was intituled to the reversion in fee expectant on this term, or to the defendant C. as assignee of the wife? The master of the rolls decreed the title to belong to the assignee of the wife, and that this term should not be attendant on the inheritance; for that the party who raised the term, and had power to sever it from the inheritance, shewed his intention so to do by limiting the trust of the survivor of him and his wife, and the heirs of the survivor, which, though it was a void limitation, yet sufficed to shew his intent to sever such term from the reversion. *Will. 360.*

An office cannot be released by parol. 2 *Ld. Raym. 853.*

To make leases reserving the antient yearly rent annually, it may be reserved payable on a day before the year is up. 2 *Ld. Raym. 1198.*

Under lease for the whole term amounts to an assignment. *Ld. Raym. 99.*

Lessee for years may surrender to a reversion for years who has a shorter term. *Ld. Raym. 402.*

Lease by tenants in common cannot be pleaded as a joint lease. *Ld. Raym. 404.*

Lessor cannot cut trees unless they were excepted in the demise. *Ld. Caym. 552.*

Determination of a lease at will, &c. *Ld. Raym. 707.*

Lease before purchase where it will enure by estoppel. *Ld. Raym. 729.*

Lessee makes an under-lease to commence from his death. *Ld. Raym. 737.*

A date in a lease for life includes the day of the date. *Ld. Raym. 85. (a)*

To make leases, and rules for their construction. *Ld. Raym. 268.*

Power to make leases in possession or reversion; the party makes a lease in possession, he cannot make a lease in reversion of the same lands afterwards. 2 *Ld. Raym. 269.*

Where different leases are pleaded, the first must be traversed, and not the last, otherwise of seppiment. 2 *Ld. Raym. 237.*

Lessee may make an under lease for the whole term. *Strr. 405.*

Alleging the entry of the lessee prior to the commencement of the term will not vitiate the demand of rent. *Stra. 550.*

Leases by parol to commence at a future day are good.

Conditional surrender of a prebendary's lease good to warrant a renewal. 2 *Stra. 1201.*

An assignee of a lease may assign over and discharge himself, and it is no fraud. 2 *Stra. 1221.*

(a) *Vide* On this subject, *Fugh* and the *Duke of Leeds*, *Cowper* 714. in which it was laid down, that "from" may mean either "inclusive or exclusive," and shall be taken in that sense which will make the deed effectual.

(E) *What Leases (or other AEs) may be made (or done) by a Tenant in Tail, and what Leases made by such a Tenant shall be good to bind the Issue or him in Remainder, or others after the Death of the Tenant in Tail; and how they shall bind.*

ANY person whatsoever of full age that has any estate of inheritance in fee-tail, in his own right, of any lands, tenements or hereditaments, may at this day without fine or recovery make leases of such lands for lives or years, and such leases shall be good, so as these conditions and incidents following be therein observed and kept. Stat. 32 H. 8. c. 28. *Co. Litt. 44.*

First, Such leases must be by deed indented, and not by deed poll or by parol.

Secondly, They must be made to begin from the day of the making thereof; or from the making thereof. *Co. Litt. 44. a. b.*

Thirdly, If there be an old lease in being of the land, the same must be surrendered or expired, and ended within a year of the time of the making the new lease; and this further must be absolute and not conditional; also it must be real, and not illusory or in shew only; for *factum non dicitur quod non perseverat.* 5 Co. 2. *Co. Litt. 44. a. b.*

Fourthly, There must not be a double or concurrent lease in being at one time; as if a lease for years be made according to the statute, he in reversion cannot afterwards expulse the lessee, and make a lease for life or lives, nor another lease for years according to the statute, nor *converso.* 5 Co. 2. But if a lease for years be made to one, and afterwards a lease for life is made to another, and a letter of attorney is made to give livery of seisin upon the lease for life, and before the delivery made the first lease is surrendered, in this case the second lease is good. *Trin. 4. Jac. B. R. Co. Litt. 44. a. b.*

Fifthly, These leases must not exceed three lives or twenty one years from the time of the making of them; and therefore if a tenant in tail makes a lease for twenty-two or forty years, or for four lives, this lease is void, and that not only for the overplus of time more than three lives or twenty-one years, but for that time of three lives or twenty one years also. And it has been resolved, that if a tenant in tail lease for ninety-nine years determinable upon three lives, this is not a good lease. But if a lease be made by a tenant in tail for a lesser time, as for two lives, or for twenty years; this is a good lease. And if a lease be made for four lives, and it happens that one of the lives dies before the tenant in tail dies, yet this accident will not make the lease good, but it remains voidable notwithstanding. 5 Co. 6. *Dyer 246. Co. Litt. 44. a. b.*

Sixthly,

Sixthly, These leases must be of lands, tenements or hereditaments manurable or corporeal, which are necessary to be letten, and whereout a rent by law may be issuing and reserved. 5 Co. 2. And therefore if a tenant in tail makes a lease of such a thing as lies in grant, as an advowson, fair, market, franchise, or the like, out of which a rent cannot be reserved, especially if it be a lease for life; this lease is void, and that although the thing have been antiently and accustomably letten; and a grant of a rent-charge therefore out of such lands is void. *Tallentine's case*, Pas. 3 Jac. B. R. 11 Co. 60. Co. Litt. 44. a. b.

And if tenant in tail makes a lease for three lives of a portion of tithes, rendering rent, this lease is unquestionably void. And so also it seems it is if it be a lease for twenty-one years. *Trin. 2 Jac. B. R.* adjudged. *Dodington's case*.

Seventhly, They must be of such lands or tenements which have been most commonly letten to farm, or occupied by the farmers thereof by the space of twenty years next before the lease made, so as if it had been letten for eleven years at one or several times within twenty years before the new lease made, it is sufficient. And although the letting have been by copy of court-roll only, yet such a letting in fee, for life or years, is a sufficient letting; and so also is a letting at will by the common law. But these lettings to farm must be made by such as are seised of an estate of inheritance; for if it has been only by guardian in chivalry, tenant by the curtesy, in dower, or the like; this will not serve to be a letting within the intent of the statute. 6 Co. 37. *Dyer* 271. Co. Litt. 44. a. b.

Eighthly, There must be reserved upon such leases yearly, during the same leases, due and payable to the lessor and his heirs, to whom the reversion shall appertain, so much yearly farm or rent, or more, as has been most accustomably yielded or paid for the lands, &c. within twenty years next before such lease made; and therefore if the rent be reserved but for part of the time of the new lease, this lease is void. And if the tenant in tail has twenty acres of land that has been accustomably letten, and he makes a lease of these twenty acres, and of one acre more which has not been accustomably letten, reserving the usual yearly rent, and so much more as to exceed the value of the other acre; this is not a good lease by the statute. So if there be tenant in tail of two farms, the one at twenty pounds rent, the other at ten pounds rent, and he makes a lease of both these farms together at thirty pounds rent; this is not a good lease within the statute. 5 Co. 8. 6 Co. 6. 37, 38. Co. Litt. 44. a. b.

But if besides the annual rent there have been formerly reserved things not annual, as heriots, fines or other profits upon the death of the farmers, or profits out of another's soil, as pasturage for a colt, &c. if upon the new lease the yearly rent be reserved, although these collateral observations be omitted, yet the leases are good. *Trin. 3 Jac. B. R.* adjudged. *Trin. 18 Jac. B. R. ibid.*

And also if there be more rent reserved upon the new lease than the rent that has been antiently paid, the lease is good notwithstanding; and yet if tenant in tail of land lets a part of it that has been accustomably letten, and reserves the rent *pro rata*, or more than after the rate; this not a good lease. 5 Co. 6. 44 Co. Litt. a. b.

And yet if two coparceners of twenty acres of land of equal value

Leases.

between them in tail, and these have been usually letten, and they make partition of these lands, so as each of them has ten acres; in this case they may make leases of their several parts, reserving the half of the accustomed rent. 5 Co. 5. And yet Co. Litt. 44. b. is *contra*.

And if upon the old lease the rent was payable at four days in the year, and by the new lease it is reserved to be paid at one day; this is a good lease. So if the rent upon the old lease be payable in gold, and the new rent be payable in silver; the lease is not good. And if a tenant in tail be of a manor that has been usually demised for ten pounds rent; and after a tenancy escheat, and then he makes a lease of the manor, rendering 10*l.* rent by the year, this is a good lease; but if the lessor purchases a tenancy, then it seems otherwise. Trin. 3 Jac. B. R. Cornwallis's case, 5 Co. 5, 6. Co. Litt. 44. a. b.

Ninthly, Such leases must not be without impeachment of waste; and therefore if tenant in tail makes a lease of his land intailed without impeachment of waste; this lease is void. And if a lease be made for life, the remainder for life, &c. this is not a good lease; for in this case during the remainders the tenant for life cannot be punished for waste done. But if such a tenant of land makes a lease of it to J. S. for the lives of three others; this is a good lease, although it may afterwards become an occupancy. 6 Co. 37. and Meer's case adjudged. Co. Litt. 44. a. b.

Tenthly, Such leases must not be against any special act of parliament, and therefore if a woman that is tenant in tail of the gift of her deceased husband, or any of his ancestors, whilst she is sole, or after with another husband, makes any such lease warranted by this statute; yet this lease is not good. Stat. 11 H. 7. 20. 3 Co. 51.

Eleventhly, They must have all due ceremonies and circumstances for the perfection of them, as other such like leases; as livery of seisin, and the like, where they are needful. And then only when leases have these conditions, and are made according to these provisions, are they said to be within the statute of 32 H. 8. and such only as do bind the tenant in tail himself, and issue in tail; for otherwise, if it be not warranted by this statute, although it will bind the tenant in tail himself that made it, yet it will not bind his issue, but as to him it will be void or voidable at the least; for if tenant in tail of land makes a lease of it for a hundred years without any rent reserved thereupon; this lease as to the issue in tail is void; but if he makes a lease of his land for 100 years, rendering rent, and has issue, and dies; in this case the lease is only voidable by the issue at his pleasure; and therefore if the issue accepts the rent after the death of the tenant in tail, by this means the lease is affirmed and become good. But howsoever the lease be made, it will not bind him that comes in of a remainder over, nor him that is the donor; and therefore if a tenant in tail makes a lease warranted by the statute, and after dies without issue, so that the land remains over to another, or reverts to the donor; in these cases neither he in the remainder, nor the donor, shall be bound by this lease; for as to them the lease is void. And yet by a common recovery the tenant in tail may make leases of or lay charges upon the land to bind the donor and him in remainder also. But otherwise it is of a fine; for if tenant in tail makes a lease for years by fine, this will not bar the donor, nor the remainder in any case where it is in a stranger. And yet if the remain-

der be in the tenant in tail himself, and he makes a lease for years by deed according to the statute, or by fine; this lease is good, and shall bind his own remainder. 7 Co. 7. 8 Co. 54. Dyer 7, 8. Woman's Lawyer 73. Plow. 435, 436.

(F) *What Leases (or other Acts) may be made (or done) by the Husband with the Lands he has in Fee-simple or in Fee-tail in the Right of his Wife, or jointly with her; and what Leases made by him of such Lands are good, or not, and how.*

THE husband may at this day without fine or recovery make leases of the land, tenements or hereditaments, whereof he has any estate of inheritance in fee-simple or fee-tail in the right of his wife, made before or after the coverture; so as there be in such leases observed the eleven conditions or limitations before required in the leases made by tenant in tail, and so that the wife do join in the same deed, and be made party thereunto, and so seal and deliver the same deed herself in person. Stat. 32 H. 1. c. 28. Co. Lit. 44.

For if a man and his wife make a letter of attorney to another to deliver the lease upon the land, this lease is not a good lease from the wife warranted by the statute. And yet then, as in other like cases of leases not warranted by this statute, it is a good lease against the husband. And when the lease is such a lease as is warranted by the statute, it binds the husband and wife both, and the heirs of the wife; but if it be an estate-tail, it does not bind the donor, nor him in remainder. *Plow. Jac. B. R.*

If the husband and wife at the common law had joined in a lease of her land without rendering of rent; this lease had been void as against the wife; and so is the law still. 26 H. 8. 2.

If the husband at the common law had been seised of land in the right of his wife, and he had made a lease for years rendering rent, and died; this lease had been void, and so is the law still. 26 H. 8. 2. 20. 77.

If the husband and wife at the common law had made a lease by word, rendering rent; this lease had been void as against the wife; and so is the law still. *Dyer 91.*

The husband and wife together may by fine or recovery make what leases they will of her land, or charge it for what time they will; and such leases and charges will be good against the husband and wife both, and their heirs also. But if the husband alone levies any fine of his wife's land, and thereby makes any estate whatsoever; this will not bind the wife after the husband's death, but she may avoid it. And if the husband and wife make a lease of her land, rendering rent to them and the heirs of the wife (as in such leases it ought to be); in this case the husband cannot by fine or otherwise grant or discharge this rent longer than during coverture, unless the wife join in the fine, but the lease shall descend, remain or revert in such sort and manner as the land

land should have done. *Stat. 32 H. 8. c. 28. Vide Woman's Lawyer 163.*

If a woman seised of an estate for life, with a power to make a lease for three lives or twenty-one years, marries, and she and her husband join in making the lease, and both die before the lease is expired; here, though the husband in right of his wife, and she in her own right, are possessed of an estate for life, and therefore can, as owners, make a lease, and there appears no intention of the parties, (imagining perhaps they should have out-lived the lease) that this lease should be made by virtue of the power; yet because the lease, supposing it made by them as owners, cannot have all the effect the parties intended, for some it would have, (it would be a good lease during the lives of the husband and wife) yet because it cannot have all, it shall be esteemed made by virtue of the power. *Lucas, 10 Mod. 36.*

(G) *What Leases (or other Aēs) Bishops, or other Spiritual or Ecclesiastical Persons and Colleges may make (or do) with the Lands they have in the Right of their Churches or Houses, &c. and what Leases made by such Persons will bind their Successors and others, or not.*

BISHOPS, with the confirmation of the dean and chapter, parsons or vicars, with the consent of their patrons and ordinaries, archdeacons, prebends, and such as are in the nature of prebends, precentors, chaunters, treasurers, chancellors, and such like; also masters and governors, and fellows of any colleges or houses, (by what name soever called) deans and chapters, masters or guardians of any hospital, and their brethren, or any other body politic, spiritual and ecclesiastical, (*Concurrentibus his quæ in jure requiruntur*) might by the antient common law have made leases for lives or years, or any other estates of their spiritual or ecclesiastical livings for any time without stint or limitation. *Co. Lit. 44. 5 Co. 14. 11 Co. 66. See Bur Rep. 221.*

And at this day the bishops, and the rest of the said spiritual persons, except parsons and vicars, may make leases of their spiritual livings for three lives or twenty-one years, and such leases will be good both against themselves and their successors. But such persons may not make leases or estates for any longer time than three lives or twenty-one years; and if they do, although it be by fine or recovery, or it be confirmed by the dean and chapter, &c. yet it is void against the successors. Neither will the leases made by such persons for three lives or twenty-one years be good, unless they have certain conditions and properties required in them. *Stat. 32 H. 8. c. 28. 13 Eliz. c. 10. 1 Jac. c. 1. 1 Eliz. c. 19. 14 Eliz. c. 11. 18 Eliz. c. 10. 20.*

First, That they have the effect of all the qualities or properties before mentioned and required by the statute of 32 H. 8. in the lease made by the tenant in tail, and be made after that manner, viz. that they be by deed indented.

Secondly, That they begin from the time of the making of them.

Thirdly and *Fourthly*, That the old lease be surrendered, and there be not a concurrent lease (save in the case of a bishop); and therefore if any such person makes a lease for twenty-one years to one, and then makes a lease for three lives to another; this second lease is void. And yet if a bishop makes a lease for twenty-one years to one man, and then within a year after makes another lease to another for twenty-one years, to begin from the making of it; this, if it be confirmed by dean and chapter, is a good lease.

Fifthly, That they do not exceed three lives or twenty-one years, but they may be for a less time.

Sixthly, That they be of lands or tenements manurable or corporeal.

Seventhly, That they be made of lands that have been commonly let to farm by the space of twenty years before.

Eighthly, That there be reserved upon them the antient and accustomed rent payable to the lessor or his successors during the time.

Ninthly, That they be not made without impeachment of waste.

Tenthly, That there be livery of seisin upon them, &c. where it is requisite. *Co. Lit.* 44. *11 Co.* 66. *5 Co.* 3. 15.

Eleventhly, If the lease be made according to the exception of the statute of *1 Eliz.* and *13 Eliz.* and not warranted by the statute of *32 H. 8.* as in case of a concurrent lease, and it be made by a bishop or any sole corporation, it must be confirmed by the deans and chapters, or others that have interest. And if a parson or vicar make a lease, it is not good but during the parson or vicar's residence, according to the statute of *13 Eliz. c. 20.* and in this case there needs no confirmation at all. *11 Co.* 66. *5 Co.* 3.

Twelfthly, Some of the leases that are made by the colleges and houses of the university, &c. must have some rent-corn reserved upon them. *Stat. 18 Eliz. c. 20.*

But bishops, deans, parsons, and such like spiritual persons, cannot grant the next advowsons of churches, neither can they grant rents out of their spiritual livings, but the same charges will be void after their death. And if a bishop suffers an annuity to be recovered against him by a pretence of title of prescription on a judgment after a verdict or confession, or a parson in such a case prays in aid of the patron, and so suffers an annuity to be recovered; this will not bind the successor. And yet a bishop, or any such spiritual person may grant antient offices of trust of necessity or conveniency, as the offices of chancellor, register, bailiff, or the like, with the antient fees incident thereunto, for the life or lives of the grantees: and such grants are good although they be made by the bishops of the new erected bishopricks, and that there be not in them the conditions and properties required in the leases before mentioned, so as they be confirmed by the dean and chapter. But they may not grant any new office, nor yet add any new fee to the old offices; and therefore if a bishop grants any annuity *pro consilio impenso & impendendo*, where none was before; this will not bind the successor. And yet if there be an old fee, and there be a new fee added to it; in this case it seems it is good for the old fee, although it be void for the new fee. Neither may they grant

grant their offices otherwise than they have been granted : and therefore where the antient grant of the office has been to one, it cannot be now granted to two ; and where the antient grants have been to two jointly, they may not be now granted in remainder one after another. Neither may the grants of these offices be longer than for the life or lives of the grantees. And in case where the grant is void, the confirmation of the dean and chapter will not make it good. 5 Co. 15. 11 Co. 66. 10 Co. 58. Dyer 370. And most of these points were agreed by justice Jones and justice Whillock, at Lent assizes at Gloucester, 6 Car.

But here observe, that although in all these cases of leases and grants not warranted by the statutes aforesaid, the statutes say the leases shall be void ; yet this is to be understood as against the successors, and not against the lessors themselves ; for the leases are good so long as the lessors live, or at least so long as they continue in the place : and therefore if such a lease be made by a dean and chapter, or other corporation aggregate ; it is good as against the dean or others, head of the corporation, so long as he continues in his place. And if a bishop makes any lease or other grant not warranted by the statute of 1 Eliz. or a dean and chapter, master and fellows of a college, or the like, make leases not warranted by the statute of 13 Eliz. c. 10. these leases are good against themselves, altho' they are void against their successors. So as if a private act of parliament intails land upon a man, and appoints him what estates he shall make, and that if he makes any other estates they shall be void ; in this case they shall not be void as to the tenant in tail himself that makes them. Co. Lit. 45, 329. 3 Co. 59. 10 Co. 59. 11 Co. 73, 78. 5 Co. 5.

Leases of benefices with cure are no longer good than the parson is resident. Stat. 13 Eliz. c. 20.

Leases made by colleges must have reserved upon them the third part of the rent in corn. See the statute of 18 Eliz. c. 20.

A college was seised in fee of lands in right of the college, and the statutes relating to the constitution of it restrain from making leases of the lands, other than for twenty-one years at the rack rent. The college made a lease to J. S. for twenty one years at the rack rent ; the lessee improved the premises ; and at the college audit an entry was made in the register, by which, in consideration that J. S. had built two houses, and thereby had improved the premises, therefore it was recommended, that at the end of the lease the college should make him a new lease for twenty-one years, at the antient rent, without raising it ; and this entry was signed by the master, warden, and most of the fellows : afterwards, upon J. S.'s applying for a new lease, the college, at the audit held about half a year before the expiration of the old lease, made an order, that J. S. should have a new lease at the old rent, and under the same covenants as the former ; and this order was signed by the master, warden, and most of the fellows : J. S. died intestate about the time of the next audit, which was three weeks before the lease expired ; whereupon the widow, as administrator, applied at the audit following after for a new lease, but being refused brought her bill for that purpose. And lord chancellor said, the master-warden betrayed his trust in relation to the college, and had acted inconsistently with the oath he had taken ; that he did not like the recommendation made by the

the master, warden and fellows, to make a new lease to the intestate at the old rent, it being no less than a recommendation to their successors to wrong the college, and break their statutes, which say, that no lease should be made but at rack rents; and as to the signing of the master, warden and fellows, that could not be such a contract as bound the college; for a contract to bind that must be under its common seal; wherefore the bill was dismissed with costs. *Will. 655.*

(H) *Of the Manner of Agreement in a Lease, and the Words whereby the same is set down; and what Words will make an Estate for Life or Years.*

A Lease made for a thousand days, months or weeks, is as good for so long as it endureth, as a lease for an hundred or a thousand years. So a lease for half a year, or a whole year, is good. *6 Co. 72. 14 H. 8. 13.*

So if a lease be made from day to day, or from week to week, for four years; this is a good lease for four years. *Et sic de similibus. Plow. 422.*

So if one makes a lease for ten years, and so from ten years to ten years, during an hundred years, or until an hundred years incurred; this is a good lease for an hundred years. *Plow. 272. Bro. Leases 49.*

So if one makes a lease for three years to three years during the life of J. S. in this case if livery of seisin be not given, this is a good lease for six years; but if livery be given it is a good lease for the life of J. S. And if a lease be made from my death until *Anno Domini 1650*, this is a good lease. *Dyer 24.*

If I say to J. S. being in my house, *here J. S. I demise to you my house and land so long as I live*; this is a good lease to him if livery of seisin be made. *6 Co. 26.* Livery of seisin.

If one makes me a lease of land until a hundred pounds be paid me, and makes livery of seisin upon it; this is a good lease of land for life determinable upon the payment of the hundred pounds. But if no livery be made, it is no good lease. *21 Aff.*

If one makes a lease to me for my life, and for four, ten or twenty years after; this is a good lease for life; first if livery of seisin be made, and then a good lease for years, for so many years as are agreed upon afterwards, which my executors shall have. And if no livery of seisin be made, yet it seems it is a good lease for so many years after my death. *Bro. Leases 27, 51.* Executors.

If an indenture of lease be made between A. of the one part, and B. C. and D. of the other part, and therein A. demises land to B. to have and to hold to him for eighty years, if B. shall live so long, and if he dies or aliens the premises within the term, then that his estate shall cease; and then the lessor grants the land to C. for so many years of the said term as shall be then to come after the death or alienation of B. if he lives so long; this is a good lease to B. for so many years as he shall

shall live of the eighty years, but the lease to *C.* after is not good, for the term is ended by the death of *B.* But if the words of the second demise be, to have and to hold *during the residue of the eighty years*, and not *during the residue of the term*; the second demise is good to *C.* also. 1 Co. 153. Dyer 253.

If one makes me a lease for sixty years if I live so long, provided that if I die within the term, that my executors shall have it during the residue of the sixty years, in this case this is a good lease for the sixty years determinable upon my death, but not a good lease for the residue of the sixty years after my death; and yet it may amount to a good covenant for that time. 1 Co. 145. Dyer 150, 253.

A lease for years cannot by the agreement of the parties be made to the heirs of the lessee, nor intailed to the heirs of his body; and therefore if a lease be made to *J. S.* and his heirs, or to *J. S.* and the heirs male of his body, yet the executors of *J. S.* and not his heirs, shall have it; and the executors may sell the term. 2 Co. 24. 10 Co. 87.

Covenant.

If *A.* covenants to levy a fine to *B.* and his heirs, provided that if he pays *B.* and his heirs 10*l.* at the end of thirteen years, that then the fine shall be to the use of *A.* and his heirs: and *A.* covenants with *B.* by the same deed, that *B.* his heirs, executors and assigns, shall quietly hold the premises from *Michaelmas* next for thirteen years, and yearly from thenceforth for ever, if the 10*l.* be not paid according to the intent; this covenant does not make a good lease for the thirteen years, and it is but a covenant. *Evan's case*, Trin. 5 Jac. B. R.

If one makes a lease for a certain number of years, and it is further agreed that upon some contingent the lessee shall have the fee-simple, and livery of seisin is given thereupon; the lease for years continues good for the time agreed upon. *Plow.* 272.

If two agree by word that one of them shall have such a piece of land for twenty years; this is a good and perfect lease that is made by this agreement, although they agree to have a writing made of it afterwards; for the writing is but the confirmation of it. But if the agreement be, that such a writing shall be made, or that a lease shall be made of such a thing between them, and put in writing, so that the agreement hath reference to the writing, and implieth an intent not to perfect the agreement till the writing be made; in this case the lease is not a perfect lease until the writing be made. *Per justice Jones at Gloucester assizes.*

Words.

Although the most usual and proper making of a lease is by the words *demise*, *grant*, and *to farm let*, and with an *habendum* for life or years; yet a lease may be made by other words; for whatsoever words will amount to a grant, will amount to a lease; and therefore a lease may be made by the words, *give*, *bestow*, or the like. The word *lease* itself also is a good word. And the use in the exchequer is to make leases by the word *commitimus*, which is a good word to make a lease. *Cal. Lit.* 5. *F. N. B.* 270. E. *Bro. Leases* 71.

And if *B.* does but grant and covenant with *B.* that *B.* shall enjoy such a piece of land for twenty years; this is a good lease for twenty years. *Bro. Leases* 60.

So if *A.* promises to *B.* to suffer him to enjoy such a piece of land for twenty years; this is a good lease for twenty years. *Per Cur. B. R. Mich.* 9 Jac.

So if *A.* licenses *B.* to enjoy such a piece of land for twenty years; this is a good lease for twenty years: and therefore it is the common

conclusion

course, if a man makes a feoffment in fee, or other estate, upon condition that if such a thing be done at such a time, that the feoffor, &c. shall re-enter, to the end that the feoffor, &c. may have the land and continue in possession until that time, to make a covenant that he shall hold and take the profits of the land until that time: and this covenant will make a good lease for that time, if the uncertainty of the time (whereunto care must be had) do not make it void. And therefore if *A.* bargains and sells his land to *B.* on condition to re-enter if he pays him 100*l.* and *B.* covenants with *A.* that he will not take the profits until default of payment, or that *A.* shall take the profits until default of payment; notwithstanding this may be a good covenant, yet it was no good lease. And if the mortgagee covenants with the mortgagor, that he will not take the profits of the land until the day of payment of the money; in this case although the time be certain, yet this is no good lease, but a covenant only: and if one gives a bond for the quiet holding of one close for three years; it seems this is no lease in law. Agreed by all the judges, *Mic. 20 Jac. & per Justice Bridgman 8 Car. B. R.*

See the opinion of the parliament for bonds and covenants both, stat. 14 Eliz. c. 11.

(1) Of two Leases at one Time of the same Thing.

IF a lease be made for life or years to *A.* and after the lessor makes a lease for years to *B.* regularly this concurrent lease to *B.* is a good lease for so many years of the second lease, as shall be to come after the first lease is determined according to the agreement; as if the first lease to *A.* be for twenty years, and the second lease to *B.* be for thirty years, and both begin at one time; in this case the second lease is good for the last ten years. And yet the reversion at the common law would not pass without the attornment of the tenant; and therefore if any rent was reserved on the first lease, the second lessee shall not have it until the first lessee attorned, (*but now such attornment is useless.*) But if the second lease be for the same or for a lesser time; as if the first lease be for twenty or ten years, to begin at the same time; these second leases are for the most part void. *Plow. 433, 421, 273, 521. Co. 155. 4 Co. 58. Bro. Leases 72, 10. Vid. Shep. Prac. Con. 112, 113.*

And yet herein a difference is taken between leases made by matter of record and by writing, and leases that are made by word of mouth; for if the second lease be made by fine, deed indented, or poll, although it be but for the same or for a lesser time, and although it be a lease of the land itself, and not of the reversion, yet it will pass the rent reserved upon the first lease, if the first lessee attorns, and so also it will do without attornment where attornment is not needful. But if the second lease be made by word of mouth, it is otherwise, for a reversion and a rent in this case will not pass without deed, and therefore a grant by word does not pass them. And if the second lease be by fine or deed indented, then

then also it will work by way of estoppel, both against the lessor and against the lessee; so that if the first lease happens by any means, as by surrender or otherwise, to determine before it be run out, then the second lessee shall have it; and if there be any rent reserved upon the second lease, the lessee must pay it from the time of making the lease. *Dyer* 58, 356. *Plow.* 421, 422. *Co.* 155.

And therefore if one makes a lease of land to *A.* for ten years, and after makes a lease to *B.* of the same land from *Michaelmas* next for ten years, and before *Michaelmas* the first lessee purchases the fee-simple, so that now by this means his term is drowned; in this case the second lease shall begin at *Michaelmas*. *Dyer* 112. *Plow.* 432.

So if one makes a lease to *A.* for twenty years, and *A.* makes a lease of the land to *B.* for two years, rendering rent, and afterwards *A.* makes a lease for the rest of his time to *C.* by deed; this lease, is a good lease of the rent and reversion; and so it is also without attornment, if there be any consideration given for it; for then it is also a good lease for all the rest of the term after the two years. 4 *Co.* 53.

So if one makes a lease to *A.* for twenty years, if he lives so long, rendering rent, and afterwards he makes a lease to *B.* by indenture for eighty years, to begin presently, or grants the reversion to begin at a day past, or the like; in all these cases, the rent will pass; and it will be a good lease for the land for so many of the years as shall be to come after the first lease ended. But if the second lease be by parol without a deed, the reversion as a reversion will not pass, and the grant will be void if there be nothing else to help it. And in cases where the second lease is void, although the first lessee surrenders his estate, or his estate ends by a condition, yet the second lease is not hereby made good. But if the second lease for years after another lease for life or years be made for money, so as it may be said to pass by way of bargain and sale; this may help the matter; for in this case, although it be by word only, it may pass the reversion and the rent also: but in most cases it is good for the remainder of the term after the first lease ended. And if the second lease be to begin after the end of the former lease; in this case the former lease is no impediment at all to the validity of the latter lease, but the latter lease is good notwithstanding. *Co.* 155. *Plow.* 434, 234. *Hil.* 6 *Jac.* *Finch v. Vaughan.* *Dyer* 112. 2 *Co.* 35, 36.

(K) *Of the Commencement, Continuance and End of the Term or Estate*

A Lease for years may begin at a day to come, as at *Michaelmas* next, or three or ten years after, or after the death of the lessor or of *J. S.* and it is good as where it begins presently. But a lease for life of any thing whatsoever, whether it be in livery or in grant, if it be in *esse* before, cannot begin at a day to come. And therefore if a lease be made *habendum* from *Michaelmas* next, or from the day of making it, or after the death of the lessor, or after the death of *J. S.* to the lessee for life; this lease is not good: but in case of a lease of land made thus, it is sometimes made good by the livery of seisin. *Co.* 1. *Co. Lit.* 48. *Plow.* 256, 257.

But all leases for years, whether they begin in *presenti* or in *future*, must be certain, that is, they must have a certain beginning and a certain ending, and so the continuance of the term must be certain, otherwise they are not good. And yet if the years be certain when the lease is to take effect in interest or possession, it is sufficient; for until that time may depend upon an uncertainty, viz. upon a possible contingent precedent before it begins in possession or interest, or upon a limitation or contingent subsequent: but when it is to be reduced to a certainty upon a contingent precedent, the contingent must happen in the lives of the parties. And although there appears no certainty of years in the lease, yet if by reference to a certainty it may be made certain, it is sufficient.

certum est quod certum reddi potest. As if *A.* seised of lands in fee grants to *B.* that when *B.* shall pay to *A.* twenty-one years, and after that he shall pay the twenty shillings; in this case *B.* shall have a good lease for twenty-one years from thenceforth. And if *A.* grants to *B.* that if his tenant for life shall die, that *B.* shall have the land for ten years; this is a good lease. And if one makes a lease for years after the death of *C.* *C.* dies within ten years; this is a good lease if *C.* dies within the ten years; otherwise not. But if *A.* be seised of land in fee, and lease it to *B.* for ten years, and it is agreed between them that *B.* shall pay to *A.* a hundred pounds at the end of the said ten years, and that if he does so, *A.* shall pay the said hundred pounds, and a hundred pounds at the end of every ten years, that then the said *B.* shall have a perpetual demise or grant of the premises from ten years to ten years continually following, *extra memoriam hominum*, &c. although this is a good lease for the first ten years, yet it is void for all the rest for uncertainty. *Co.* 155. *Co.* 35. *Co. Lit.* 45. *Plow.* 83, 270.

And if a lease be made to begin from the nativity of Christ, and he does not say which nativity, as next, &c. it is void for uncertainty. *16 Jac. in Scac.*

And yet if a lease for years be made of land in lease for life, to have and to hold from the death of the tenant for life; this is a good lease. And if it be, to have and to hold from *Michaelmas* next after the death of the tenant for life, or from *Michaelmas* next after the determination of the estate of the tenant for life; these are good leases. *Plow.* 192,

and if there be a former lease in being for life or years, and another lease for years is made of the land, to have and to hold from the end of the former estate by surrender, forfeiture, or otherwise, for twenty years; or to have and to hold from the surrender, forfeiture, or other determination of the former lease, if there be any, and if there be none, for twenty years; these and such like leases are good, and this commencement is certain enough. *6 Co.* 36.

And if one makes a lease to begin after the death of *J. S.* and to continue until *Michaelmas*, which shall be *Anno Domini* 1650, this is a good lease. *Plow.* 525. and in *17 Jac. B. R.* agreed.

If a man has a lease of land for an hundred years, and he makes a lease of this land to another, to have and to hold to him for forty years, to begin after his death; this is a good lease for the whole forty years, there shall be so many of the hundred years to come at the time of the death of the lessor. But if the lessor grants the land to another, to have and to hold to him for and during all the residue of the term of

an hundred years that shall be to come at the time of the death of the grantor; this is void for incertainty. And yet if in this case he grants withal, *all his estate, or all his term, or all his interest in the premises of the deed*, and then says, *to have and to hold the land, &c. to the grantee for all the residue of the term of an hundred years that shall be to come at the time of his death*; by this the whole estate and interest of the grantor into the land passes presently by these words in the premises of the deed. And if in this case the lessee for a hundred years makes a lease of the land, to have and to hold after his death for a hundred years; this will be a good lease for as many of the first hundred years as shall be to come at the time of his death. *Lit § 437. Bro. Grant. 154. Co. 155. Plow. 520, 521.*

If a man makes a lease for twenty-one years, if *J. S.* lives so long, or if the coverture between *J. S.* and *D. S.* shall so long continue, or if *J. S.* shall continue to be a parson of *Dale* so long; these and such like leases are good. But if *A.* makes a lease to *B.* for so many years as *A.* and *B.* or either of them, shall live, not naming any certain number of years; this cannot be a good lease for years. So if the parson of *Dale* makes a lease of his glebe for so many years as he shall be parson there; this is not certain, neither can it be made so by any means. And yet if a parson shall make a lease from three years to three years so long as he shall be parson; this is a good lease for six years, if he continues parson so long, and for the residue void for incertainty. So if I make another lease of land until he be promoted to a benefice; this is no good lease for years, but void for incertainty. *Co. Lit. 43. Plow. 27.*

If I have a rent-charge of twenty pounds *per annum*, and let it to another until he has levied a hundred pounds; this is a good lease for five years. But if I have a piece of land of the value of twenty pounds *per annum*, and I make a lease of it to another until he shall levy out of the profits thereof a hundred pounds; this is no good lease for years, but void for incertainty. *6 Co. 35. 14 H. 8. 10. Plow. 274.*

If *A.* makes a lease to *B.* for ninety-nine years, to begin after the death of *A.* on condition to be avoided upon the doing of divers acts by others; and after makes another lease of the land, *habendum* after the determination or redemption of the former lease; this is a good lease, and certain enough. *Per Justice Bridgman.*

If *A.* makes a lease of land to *B.* for so many years as *B.* has in the manor of *Dale*, and *B.* has then a lease for ten years of the manor of *Dale*; this is a good lease for ten years. But if *A.* makes a lease of land until *B.* upon an execution shall be satisfied the duty for which the execution is sued; this lease is void for incertainty. And if a lease be made during the minority of *J. S.* or until *J. S.* shall come to the age of twenty-one years; these are good leases; and if *J. S.* dies before he comes to his full age, the lease is ended. But if a lease be made to another until a child that now is in its mother's belly shall come to the age of twenty-one years; this lease is not good. And if a lease be made for so many years as *J. S.* shall name; in this case if *J. S.* names a certain number of years in the life-time of the party lessor, this is a good lease. But if a lease be made for so many years as the execution of the lessor or lessee shall name; this lease is void. *Plow. 273. 525. F. N. B. 6 N. 14 H. 8. 11. 6 Co. 35.*

But here observe, that in all these cases of incertain leases made with such limitations as aforesaid, as until such a thing be done, or so long as such a thing continues, &c. that if livery of seisin be made upon them, they may be good leases for life, determinable on these contingents although they be no good leases for years, *Plow. 27. 6 Co. 35.*

And in some special cases a lease may be good notwithstanding some uncertainty in the continuance of it; for a lease may cease for a time, and revive again: as if tenant in tail makes a lease for years, reserving twenty shillings, and after takes a wife and dies without issue; in this case as to him in reversion the lease is merely void; but if he endows the wife of the tenant in tail of the land, as to the wife, it is revived again. So if tenant in tail makes a lease for life or years rendering rent, and dies without issue, his wife ensient with a son, and he in reversion enters; in this case as against him the lease is void; but after the son is born, the lease is good again if it be within the statute. So if tenant in fee-simple takes a wife, and then makes a lease for years, and dies; the wife is endowed; in this case he shall avoid the lease, but after her decease the lease shall be in force again, *Co. Lit. 46. 10 E. 3. 26.*

Antiently there were no leases for years but what were for short terms, which were little regarded; this was the reason why if a real action was brought against the person who had the freehold, and a recovery was thereupon had, though by covin, yet the lessee for years, whose estate was precedent to the freehold, was bound by this recovery, and could not falsify the statute 21 H. 8. c. 15. and therefore the leases for years usually made being but short, a life was presumed to have a longer continuance than any term; and therefore a devise of such a term after a life was void. *Will. 574. 575.*

A. possessed for a long term for years, made a lease to *B.* for five years, and covenanted for himself and his executors to renew the lease at the same rent, and on the same covenants, upon the request of *B.* within the term; *B.* died within the term, having laid out a considerable sum in improvements, and the executors within the term requested *A.* the lessor to make a new lease for fifty years, at the old rent. Lord Chancellor decreed lessor to renew, but not for so long as was requested, but for twenty-one years, that being the usual term for leasing. 2 *Will. 196.*

(L) Of Forfeiture by Lessees.

W H E R E a man makes a lease for life or years, upon a condition of re-entry for a forfeiture, or that the lease shall be void if the lessee assigns or aliens it without licence; and afterwards the lessee assigns it without licence, this is a forfeiture; and such a forfeiture against which this court cannot relieve, because it is unknown what shall be the measure of the damages; for the court never relieves but in such cases where it can give some compensation in damages, and where there is some rule to be the measure of such damages, to avoid being arbitrary. 8, 9 *Mod. 113.*

Where

(M) *Where a Lease for Life or Years shall be void ipso facto by the Death of the Lessor, or by other Means, or not, but voidable by Entry, &c. and how.*

L E A S E S for lives or years of three natures: some are good in law, some avoidable by entry, and some void without entry.

Of such as are good in law, some are good at the common law; as leases made by tenant in fee-simple, notwithstanding they be for longer time than three lives or twenty one years; some by act of parliament, as leases made by tenant in tail, leases made by a bishop seised in fee in the right of his church alone without the chapter, leases made by a man seised in fee-simple or fee tail of land in the right of his wife, together with his wife, for twenty-one years or three lives, according to the statutes.

And of such leases as are void also, some are void at the common law, and that sometimes in present, as in the cases before of leases for years that have no certainty in them, or leases for lives made without livery of seisin, and the like. And some are void in futuro; as if a tenant in tail makes a lease for years, warranted or not warranted by the statute, and after dies without issue; this lease is void as to him in reversion or remainder: *Cessante statu primitivus cessat derivativus*. So if a prebend, parson or vicar, makes a lease for years not warranted by the statutes, this is void by the death of the lessor, and the successor needs not make any entry or claim to avoid it. So if a tenant for life makes a lease for years, and after dies; in this case the lease for years is void; and therefore in all these and such like cases no acceptance of rent will affirm such leases. But otherwise it is in cases of leases for years made by bishops, although they be confirmed by dean and chapter; and of leases made by deans and chapters, or tenant in tail, as to their successors and issues, when the leases are not warranted by the statutes: and otherwise it is also in the cases of leases for life made by these or any of the former lessors; for in all cases of leases for life it must be avoided by entry, &c. and therefore such leases are not void but voidable, viz. the leases of bishops and deans after their death by their successors, by the statute law; and the leases of tenants in tail by their issues after their death by the common law. And in these and such like cases the acceptance of the rent by the issue or successor will make good the lease at least for their time. *Co. Lit. 45. 3 Co. 59. 65. 7 Co. 8.*

If a lease be made for years, on condition that upon such a contingent it shall be void; in this case so soon as the thing happens the lease is void *ipso facto* without any re-entry, &c. But if a lease for life be made on such a condition; in this case the lessor must enter, &c. before the lease will be void. *3 Co. 65.*

(N) *What shall be said a good Lease at Will, or not.*

If one makes a lease to another during the will and pleasure of him that lets, or him that takes, or both, (for so in effect is every lease at will); this is a good lease at will. So if one makes a feoffment in fee, or lease for life, &c. and does not make livery of seisin, and so perfect the estate, the feoffee or lessee has only an estate at will.

But if a bargain and sale be made of land, and the same is void, or a corporation grants land, and the land is void; by this there is no lease at will made. 14 H. 8. 12. Co. Lit. 55, 56, 270.

(O) *Of Repairs, &c. by Lessees.*

A Lease was made for a long term of years, and in the lease there was a covenant that the lessee should repair; the lessee makes an under-lease to J. S. who is in possession; the under lessee is not bound by this covenant in equity, there being no assignment of the term; but the proper remedy is against the first lessee and his executors, &c. If a man makes a lease rendering rent, and the lessee assigns to an insolvent person, the lessee in equity shall be liable to pay the rent. Vern. 87, 88.

If a lessee for a long term of years covenants to lay out 200 l. on the premises within the first ten years, and lays out but 30 l. and after thirty years of the lease are expired, the lessor brings an action of covenant, and recovers 150 l. damages; equity will neither decree against the damage, nor decree the money to be now laid out in improvements; for per lord chancellor, though the damage seems excessive, yet the jury were proper judges; and to decree it to be laid out now the lease is almost expired, is not proper; for it is probable the lessee would not be so careful in laying it out in lasting improvements, as he would be were it laid out at first. 1 Vern. 6, 317.

The plaintiff let a farm to the defendant by lease at an annual rent, and the defendant covenanted, among other things, not to plough any of the pasture land; and if he did plough up any part of it, that he would pay after the rate of twenty shillings per acre per annum: but the defendant ploughing up some of the pasture, an injunction was moved for. The court would not grant any injunction, and declared, that the defendant was plaintiff to be relieved against paying twenty shillings an acre for ploughing, they would not relieve him. 2 Vern. 9.

Long

Long building leases of infants' estates, where for their benefit, have been often decreed by the court of chancery. *Ibid.* 225. (a)

(P) *Of Waste committed by Leases.*

A Lessee for years without impeachment of waste, remainder to the bishop of London, upon a bill brought by the bishop, was enjoined from digging the ground for brick. *Will.* 527.

Lessee for years, without waste, cannot pull down an house, or the trees that are a defence or ornament to the house, but may open mines. *Will.* 528.

PRECEDENTS OF

Leases.

A Short Lease by way of Memorandum.

MEMORANDUM, that *K. D.* esq; leased to *R. S.* the messuage or tenement in *W.* street, in the parish of *M.* in the county of *M.* in which the said *K. D.* lately dwelt, to hold for one whole year from *Midsummer* next ensuing, and so from year to year yielding and paying yearly and every year unto the said *K. D.* 24 *l.* at the four most usual feasts in the year, viz. *Michaelmas, Christmas, Lady day* and *Midsummer*, by even and equal portions; And the said *K. D.* did agree to repair the premises, other than the glass windows thereof and pales before the door; And the said *R. S.* did agree to repair the said glass windows, during the term; And the said *K. D.* did agree that *R. S.* might retain the first quarter's rent, laying it out in painting

(a) For further learning relative to leases, which is a very important and useful subject, *vid* *Bacon Abr. tit. Leases and terms for years*; where this subject is treated in a perspicuous and masterly manner.

the outside of the said house; and the overplus (if any) otherwise in and about the said house; *And further*, the said *R. S.* may enter at any time before *Midsummer*, provided that if either of the said parties, their executors or administrators, shall be minded to determine the said lease, and thereof leave and give notice in writing to the other, his executors or administrators, one quarter of a year before the end of any one year, then from the end of the same year this lease shall determine and be void. *In Witness, &c.*

A Lease of a Messuage, &c. for a Term of Years.

THIS Indenture, made, *&c.* Between *N. L.* of, *&c.* of the one part, and *W. S.* of *London*, merchant, of the other part, *Witnesseth*, that the said *N. L.* as well for and in consideration of the sum of fifty pounds of lawful, *&c.* to him in hand paid by the said *W. S.* as a fine or premium, the receipt whereof he doth hereby acknowledge, and thereof doth release and discharge the said *W. S.* his heirs, executors and administrators, by these presents, as also of the rents, covenants and agreements herein after reserved and contained on the part and behalf of the said *W. F.* his executors, administrators and assigns, to be paid, kept and performed, *Haith* demised, granted, and to farm let, and by these presents doth demise, grant, and to farm let, unto the said *W. S.* All that messuage or tenement, *&c.* with their and every of their appurtenances, situate, lying and being, *&c.* late in the tenure or occupation of, *&c.* and now in the tenure or occupation of him the said *W. S.* adjoining Eastward, *&c.* together with all ways, passages, waters, water-courses, rights, easements, privileges and appurtenances whatsoever, to the same premises belonging or in any wise appertaining; *To have and to hold* the said messuage or tenement, and all and singular other the premises hereinbefore mentioned or intended to be hereby demised, with their and every of their appurtenances, unto the said *W. S.* his executors, administrators and assigns, from the feast day of, *&c.* now last past, and during and unto the full end and term of, *&c.* from thence next ensuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year during the said term unto the said *N. L.* his heirs and assigns, the yearly rent or sum of, *&c.* of lawful, *&c.* on the four most usual feast-days or times of payment in the year; (that is to say) the feast-days of, *&c.* And the said *W. S.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree to and with the said *N. L.* his heirs and assigns, by these presents, in manner and form following; (that is to say) that he the said *W. S.* his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid unto the said *N. S.* his heirs or assigns, the said yearly rent or sum of, *&c.* of lawful, *&c.* at the days or times hereinbefore mentioned or appointed for payment thereof, by even and equal portions as aforesaid: *And* that he the said *W. S.* his executors, administrators and assigns, shall and will from time to time, and at all times

Consideration.

Covenant of demise
Premises.

Habendum for a
term of years.

Reddendum of a
certain rent,
payable quarterly.

Covenant for
payment of the
rents.

Covenant that
the lessee shall
repair, &c.

Covenant to leave the premises in good repair at the end of the term.

Covenant that the lessor, &c. may come upon the premises to view the repairs, and give notice of what is in decay;

and that the lessee shall repair within, &c. after such notice.

Covenant for re-entry in case the rent be not paid, or the premises not repaired after notice as aforesaid.

Covenant that in case the rent be paid, and the condition, &c. performed, the

times hereafter during the said term, at his and their own proper costs and charges, well and sufficiently repair, support, uphold, sustain, maintain, pave, purge, scour, clean, amend and keep the said messuage or tenement, and all and singular other the premises hereby granted, with their and every of their appurtenances, by and with all and all manner of needful and necessary reparations and amendments, when, where, and as often as need or occasion shall be or require: And the same premises and every part thereof, with the appurtenances, so being well and sufficiently repaired, supported, upheld, sustained, maintained, paved, purged, scoured, cleansed, amended and kept, together with the several goods and other things in, &c. hereunto annexed, in as good plight and condition as the same now are, reasonable use and wearing thereof in the mean time only excepted, at the end of the said term, or other sooner determination of this present lease, which shall first happen, shall and will peaceably and quietly leave, surrender, and yield up unto the said N. L. his heirs or assigns, without contradiction in any wise: And also that it shall and may be lawful to and for the said N. L. his heirs and assigns, or any of them, with workmen or others, or without, twice or oftener in every year, yearly, during the said term, at his or their wills or pleasures, at seasonable times, in the day time, to enter and come into and upon the said demised premises, or any part thereof, there to view, search, and see the state and condition of the reparations thereof, and to give or leave notice or warning in writing at the same demised premises, to or for the said W. S. his executors, administrators or assigns, for the repairing and amending of all such defects, decays and wants of reparations, as upon any such view or views shall be found needful to be repaired and amended within, &c. next after such notice or warning; Within which said time of, &c. next after every or any such notice or warning, he the said W. S. himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said N. L. his heirs and assigns, by these presents, well and sufficiently to repair and amend the same defects, decays and wants of reparations accordingly: Provided always that if it shall happen the said yearly rent or sum of, &c. shall be behind or unpaid, in part or in all, by the space of, &c. next over or after any of the said feasts or days of payment thereof before mentioned (being lawfully demanded) or if the reparations of all and singular the said demised premises, shall not from time to time, during the said term, well and sufficiently made and done within three months after every notice or warning given, or left for doing thereof as aforesaid, that then and in every or any of the said cases it shall and may be lawful to and for the said N. L. his heirs and assigns, or any of them, into the said demised premises, with the appurtenances, and into every part thereof, in the name of the whole, wholly to re-enter, and the same to have, again, retain, repossess and enjoy, as in his or their first or former estate, and the said W. S. his executors, administrators and assigns, and all other the occupiers and possessors of the said demised premises, any part thereof, thereout, and from thence utterly to expel, put out and amove, this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding: And the said N. L. for himself, his heirs, executors, administrators and assigns, and for every one of them, doth covenant, promise and agree, to and with the said W. S. his executors, administrators and assigns, and to and with every one of

them, by these presents, in manner and form following, (that is to say) that he the said *W. S.* his executors, administrators and assigns, paying the said yearly rent of, &c. in manner and form aforesaid, and also observing, performing, fulfilling and keeping all and singular the covenants, articles, clauses, provisos, conditions and agreements herein before contained, which on his or their parts are or ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, and all other the said hereby demised premises, with the appurtenances, for and during the said term of, &c. hereby granted, without any lawful let, suit, trouble, denial, eviction, molestation or hindrance of or by the said *N. L.* his heirs or assigns, or of or by any person or persons whatsoever, lawfully claiming or to claim by or from or under him, them or any of them, or by or through his, their, or any of their acts, means, consent, neglect, default or procurement*: *And also* that he the said *N. L.* his heirs, executors, administrators and assigns, shall and will from time to time, and at all times well and sufficiently save, defend, keep harmless and indemnified the said *W. S.* his executors, administrators and assigns, and his and their goods and chattels, of, from, and against the rent or rents reserved, due or payable for the abovementioned piece or parcel of ground, lying, &c. hereby demised, which said piece of ground the said *N. L.* holdeth by lease from, &c. for a longer term of years than is hereby granted, and of, from and against all actions, suits, distresses, re entries, troubles and damages which shall or may arise or happen for or by reason of the said rent or rents in any wise howsoever. *And lastly*, that if the said *W. S.* his heirs or assigns, shall at any time within the space of, &c. hereby granted hereof, be minded or desirous to purchase the said hereby demised premises, being all (excepting the afore-mentioned piece of ground) copyhold of inheritance, and holden of his manor of, &c. and now vested in the said *N. L.* in fee according to the custom of the said manor, at or for the rate or sum of, &c. of lawful, &c. and give notice of such his or their mind or desire in writing to the said *N. L.* his heirs or assigns, at any time before the expiration of one month next after the first nine years of the said term, he the said *N. L.* his heirs and assigns, shall and will at any time after such notice, upon request to him or them made for that purpose, by the said *W. S.* his heirs or assigns during the said term, upon payment or tender of the sum of, &c. in due form of law, and according to the custom of the said manor, surrender the said messuage or tenement, and garden, and all and singular other the premises hereby demised, with their appurtenances (except only the said piece of leasehold ground), and all his and their estate and interest therein, *To the use and behoof of the said W. S.* his heirs and assigns for ever, freed and discharged of and from all and all manner of former and other surrenders, titles, troubles, charges and incumbrances

lessee shall enjoy the premises during the term without any interruption, &c.

Covenant to save harmless against rents reserved in a lease of part of the premises made for a longer term of years.

Covenant that the lessee shall surrender the premises to the lessor if he desire to purchase the same, at any time within a month after the expiration of the first nine years.

To the use of the lessor and his heirs for ever.

* So far are common and usual covenants; the rest which follow are special, and others may be added to answer the minds of the parties.

Leases.

whatsoever, then or at any time theretofore had, made, committed, done, or wittingly or willingly suffered, by him the said *N. L.* or any persons lawfully claiming or to claim, by, from or under, or in trust for him: And that he the said *N. L.* his executors, administrators and assigns, shall and will at the same time, for the considerations aforesaid, in due form of law, assign and transfer to the said *W. S.* his executors, administrators and assigns, the aforesaid piece of ground, together with the indenture of lease by which the same shall be then held, and all his and their right, title, and demand thereunto, for all the residue of the term of years which shall be then to come in such lease, freed and discharged from all such former and other titles, troubles, charges and incumbrances as aforesaid. *In Witness, &c.*

Other Covenants which may be necessary in a Lease of a House.

A Covenant that the Tenant shall lay out, &c. in Repairs.

— And the said *A. B.* in consideration of these presents, and the covenants and agreements herein contained, *Doth* covenant, promise and agree, to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* his executors, administrators or assigns, shall and will within — months next after the date hereof, lay out and expend the sum of — in repairing, amending, adorning and beautifying the said messuage or tenement hereby demised: or shall and will, at his own proper costs and charges, well and sufficiently put the said messuage or tenement hereby demised in a good, sufficient, substantial and tenantable repair, and particularly shall and will — *The particulars agreed on.*

A Covenant that Lessee may take down and carry away such and such Things at the End of the Term, unless Lessor will pay for them.

— And the said *C. D.* for himself, his heirs and assigns, *Doth* covenant, promise and agree to and with the said *A. B.* his executors, administrators and assigns, by these presents that it shall and may be lawfully to and for the said *A. B.* his executors, administrators and assigns, or any of them, at the end of the said — years, or other sooner determination of these presents, to take down and carry away such and such things, or all such things, erections, buildings, furnitures, and ornaments, as he or they shall, during the said term, have fixed, erected and set up, in, about or upon the said premises, doing as little damage to the said messuage or tenement as he possibly can, unless the said *C. D.*

his heirs or assigns, he willing to have and keep the same, and thereof shall give notice to the said *A. B.* and shall and do pay or cause to be paid unto the said *A. B.* his executors, administrators or assigns, so much money for the same as they shall be reasonably valued at by two indifferent persons, the one to be chosen by the said *A. B.* his executors, administrators or assigns, and the other by the said *C. D.* his heirs or assigns.

That Lessee may deduct the Charges of Repairs out of his Rent.

— And also, that it shall and may be lawful to and for the said *A. B.* his executors, administrators and assigns, to retain, deduct, and keep out of every year's rent, agreed to be paid to the said *C. D.* his heirs or assigns, as aforesaid, all and so much money as he the said *A. B.* his executors, administrators or assigns, shall from time to time, during the said term, have paid for the king's tax and other tax, and taxes agreed to be paid by the said *C. D.* his heirs and assigns; And also for such repairs, amendments and additions, by him made or done, or caused to be made and done, in and about the premises, by and with the consent or direction of the said *C. D.* his heirs or assigns, or without, so that such money be laid out and expended in repairing and supporting the said premises, or some part thereof.

That Lessee shall not assign his Lease, or let the Premises to any Person without Licence, nor alter the Position of the Premises.

— And the said *A. B.* for himself, his heirs, executors and administrators, Doth further covenant, promise and agree to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* his executors or administrators, shall not, nor will at any time or times hereafter, during the continuance of this demise, assign or set over this present indenture of lease, or lease, set, or let, the said premises hereby demised, or any part thereof, for all or any part of the term hereby granted, to any person or persons whomsoever (using or exercising the trade or business of victualler, butcher, &c.) nor shall nor will make or do, or cause to be made or done, any addition, diminution, or alteration whatsoever, into or about the messuage or tenement hereby demised, without licence and consent of the said *C. D.* his heirs or assigns in writing first had and obtained, for all and every the purposes aforesaid.

Add here the proper covenant and observe on the case *Row et Harrison, Rep. Easter Term 1788*, and cases there referred to.

N. B. 'Tis best to make this or the like covenant, part of the proviso for making the lease void, otherwise, only an action will lie on the covenant.

That

That Lessee, if desirous, may leave the Premises within the Term.

— And lastly, it is hereby covenanted and agreed by and between the said parties hereto, and it is the true intent and meaning of these presents, that if the said *A. B.* his executors, administrators or assigns, shall be minded and desirous to leave, yield and give up the said premises hereby demised, at the end of five years, or seven years next after the commencement of this present demise or lease, and shall leave or give six months notice of such his mind and desire in writing, under his or their hands, unto or for the said *C. D.* his heirs or assigns, immediately preceding either of the said terms of five years or seven years, that then and immediately after the expiration of either of the said terms of five or seven years, this present indenture, and the term and estate hereby granted shall cease, determine and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding.

A Demise of a Messuage, &c. for a Term of Years.

Agreement for lease what reasonable time to elect. *Doe v. Smith*, report in *Easter Term*, 437.

The consideration of rents, &c. Covenant of demise. Excepting a water course.

And free ingress, &c. to repair the same.

Habendum for a term of years.

THIS Indenture, made, &c. Between *W. S.* of, &c. gent. and *F.* his wife, on the one part, and *J. P.* citizen and cordwainer of *London*, on the other part, *Witnesseth*, that the said *W. S.* and *F.* his wife, for and in consideration of the rents, covenants and agreements herein after reserved and mentioned on the part and behalf of the said *J. P.* his executors, administrators and assigns, to be paid, kept and performed, and for other good causes and considerations then thereunto moving, *Have* demised, leased and to farm letten, and by these presents do demise, lease and to farm let, unto the said *J. P.* All that messuage or tenement, with the appurtenances situate, lying and being, &c. Except, and always out of this present demise reserved unto and for the said *W. S.* and *F.* his wife, their executors, administrators and assigns, and the inhabitants of the said messuage or tenement in the tenure of, &c. for the time being, the water-course or passage for water, made under or through the shop of the said hereby demised messuage for conveyance of water from the yard or back part of the said messuage in the tenure of the said *W. B.* into, &c. And free liberty of ingress, egress and regress, into, upon or over the said hereby demised messuage, for him the said *W. S.* and *F.* his wife, their executors, administrators, tenants, workmen and assigns, at all times convenient, during the term hereby granted, to cleanse, repair and amend the same water course; To have and to hold the said messuage or tenement, and all and singular other the premises, with the appurtenances, above by these presents demised, or meant, mentioned or intended to be demised

(except

(except before excepted) unto the said *J. P.* his executors, administrators and assigns, from the feast-day of the birth of our Lord Christ now last past, for and during, and unto the full end and term of *£c.* *Fielding and paying* therefore yearly and every year, during the said term, unto the said *W. S.* and *F.* his wife, their executors, administrators and assigns, the yearly rent or sum of, *£c.* of lawful, *£c.* at the four most usual feasts or terms of payment in the year, (that is to say) at the feasts of the, *£c.* by even and equal portions: And the said *J. P.* for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said *W. S.* and *F.* his wife, their executors, administrators and assigns, by these presents in manner and form following, (that is to say) that he the said *J. P.* his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter during the said term of years, well and truly pay or cause to be paid unto the said *W. S.* and *F.* his wife, their executors, administrators or assigns, the said yearly rent or sum of, *£c.* in such manner and form as the same is herein before reserved and made payable; And also, that he the said *J. P.* his executors, administrators and assigns, at his, their or some of their own proper costs and charges, shall and will well and sufficiently repair, support, sustain, pave, cleanse, amend and maintain the said messuage or tenement hereby demised, and the sinks, pavements, privies and wydraughts thereunto belonging, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, from time to time, when and as often as need shall require during the term aforesaid, and at the end of the said term, or other sooner determination of this present lease (which first shall happen) shall and will leave, surrender and yield up the said messuage, or tenement, and premises hereby demised, with their appurtenances, unto the said *W. S.* and *F.* his wife, their executors, administrators and assigns, well and sufficiently repaired, supported, sustained, paved, cleansed and amended as aforesaid, together with all such locks, doors, keys, bolts, glass and glazed windows, wainscots, partitions and such like, which now are or hereafter shall be set up and fixed within or about the premises, or any part thereof (and shall not be removeable by the custom of the city of London) whole, safe and undefaced: And also, that he the said *J. P.* his executors, administrators and assigns, shall and will quietly permit and suffer, and it shall and may be lawful to and for the grand landlord or landlords of the said demised premises for the same being, and also for the said *W. S.* and *F.* his wife, their executors, administrators and assigns, and every or any of them, with such workmen and others as he, she, they or any of them shall think fit, or without, at all times convenient in the day-time during the said term, to enter or come into or upon the said hereby demised premises, and into every or any part thereof, there to view, search and see whether the same, and every part thereof, be in good and sufficient repair or not; and of the default, decays and want of reparations so then or there found, to give or leave notice or warning in writing, at or in the said hereby demised messuage, to or for the said *J. P.* his executors, administrators and assigns, to repair and amend the same within the space of, *£c.* then next following; Within which said space of, *£c.* the said *J. P.* doth hereby for himself, his executors, administrators and assigns, further covenant and promise, to and with the said *W. S.* and *F.* his wife,

Roddendum a certain rent payable quarterly.

Covenant for payment of rent.

Covenant to repair the premises and leave them in good repair at the end of the term together with all locks, &c.

Covenant that the lessor may view the premises, &c.

And to give notice in writing of the want of repairs.

Covenant for re-entry, in case the rent be not paid, or the premises not repaired,

Covenant for quiet enjoyment, on the lessee's performing all covenants, &c. and that the lessor shall pay the ground rent.

Covenant that any of the parties may set up boards to hinder the prospect of the shop into the yard of the other messuage.

Covenant that the lessor may, upon six months

wife, their executors, administrators and assigns, well and sufficiently to repair and amend the same accordingly: *Provided always*, that if it shall happen the said yearly rent or sum of, &c. before by these presents reserved, shall be behind and unpaid, in part or in all, by the space of, &c. next after any of the said feast days on which the same ought to be paid as aforesaid, (being lawfully demanded) or if the reparations of the said demised premises shall not be made and done, from time to time, within, &c. next after notice or warning given or left for the doing thereof as aforesaid, according to the true intent and meaning of these presents, *That then* and from thenceforth, and at all times after, in either of the said cases, it shall and may be lawful to and for the said *W. S.* and *F.* his wife, their executors, administrators and assigns, or any of them, into the said hereby demised premises, and into every or any part thereof, in the name of the whole, wholly to re-enter, and the same as in his or their former estate to repossess and have again; and the said *J. P.* his executors, administrators and assigns, and all others, thereout and from thence utterly to expel, put out and amove; this indenture or any thing herein contained to the contrary thereof in any wise notwithstanding: *And* the said *W. S.* for himself, and the said *F.* his wife, their executors, administrators and assigns, doth covenant, promise and grant, to and with the said *J. P.* his executors, administrators and assigns, by these presents, *That* he the said *J. P.* his executors, administrators and assigns, well and truly observing, performing, paying, fulfilling and keeping all and singular the covenants, grants, articles, payments and agreements herein contained, on his or their parts to be paid, kept and performed, shall or lawfully may, during the said term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised premises, with the appurtenances, without any lawful let, suit, trouble, expulsion, eviction or interruption of or by the said *W. S.* and *F.* his wife, their executors, administrators or assigns, or any of them, or of or by any other person or persons by his, her or their act, means, title, consent, default, neglect or procurement; and that clearly discharged of and from the yearly rent, payable by the said *W. S.* and *F.* his wife, their executors, administrators and assigns, to the head landlord or landlords of the said premises for the time being, (for the same premises, with other things held by the said *W. S.* and *F.* his wife, for a longer term than is hereby granted) and of and from all actions, suits, costs, expences and damages whatsoever, touching or concerning the same, or any part thereof; *And lastly*, it is hereby covenanted, concluded and agreed by and between all the said parties to these presents, for themselves, their executors, administrators and assigns, in manner and form following: (that is to say) that any of the said parties, his, her, or their executors, administrators or assigns, shall and may at his or their liberties, will or pleasures, fasten or set up boards or blinds in such wise or manner as may only hinder the prospect or looking out of the window in the back part of the shop of the hereby demised messuage into the yard of the said other messuage in the tenure of the said *W. B.* or out of the said yard into the same shop, thereby not obscuring or hindering the light coming in through the same window into the said shop: *And also*, that if the said *W. S.* and *F.* his wife, their executors, administrators or assigns, shall at any time, during the term hereby granted, be minded

to take the shop now in the possession of, &c. (being part of the messuage or tenement hereby demised) into his, her, their or any of their own hands, use or possession, or otherwise to let or dispose thereof, and shall give unto the said *J. P.* his executors, administrators or assigns, six months notice in writing of such his, her, their or any of their intention, that at or immediately after the end or expiration of the said six months it shall and may be lawful to and for the said *W. S.* and *F.* his wife, their and each of their executors, administrators or assigns, to enter upon, hold and enjoy the said shop from thenceforth, during all the rest and residue of the said term, which shall be then to come and unexpired: And that, from the time of such entry, the said *W. S.* and *F.* his wife, their executors, administrators and assigns, shall and will discount and allow, or otherwise it shall and may be lawful to and for the said *J. P.* his executors, administrators and assigns, or any of them, to defalk and retain the sum of, &c. yearly and every year out of the said rent of, &c. hereby reserved, which is to be in full satisfaction for the said shop: any thing herein before contained to the contrary notwithstanding, In Witness, &c.

notice, take the shop into his own hands;

and the lessee to defalk a certain sum out of the rent reserved.

A Lease of a Farm, let at a Rack-Rent for seven Years; with Variety of good Covenants.

THIS Indenture made, &c. Between *W. B.* of, &c. of the one part, and *W. W.* of, &c. of the other part, *Witnesseth*, That the said *W. B.* for and in consideration of the yearly rent and covenants herein after reserved and contained, and which on the part and behalf of the said *W. W.* his executors and administrators, are and ought to be paid, kept, done and performed, *Hath* demised, granted, and to farm letten, and by these presents *Doth* demise, grant and to farm let unto the said *W. W.* All that messuage, tenement and farm, commonly called or known by the name of, &c. lying and being in the parish of, &c. in the said county of, &c. late in the possession of, &c. together with all barns, stables, out-houses, closes, grounds, lands, meadows, pastures, feedings, commons, profits, ways, waters, easements and appurtenances whatsoever to the said messuage, tenement and farm belonging or in any wise appertaining; (excepting and always reserving out of this present demise and grant unto the said *W. B.* his heirs and assigns, &c. And also except all timber-trees, woods and underwoods, now standing, growing or being, or which at any time during the term hereby granted shall stand, grow, or be, in or upon the said demised premises, or any part thereof, with liberty to fell, cut down, take and carry away the same); *To have and to hold* the said messuage, tenement and farm, and all and singular the said premises hereby demised, with the appurtenances (except before excepted) unto the said *W. W.* his executors, administrators and assigns, from the feast day of the *Annunciation* of the blessed virgin *Mary* next ensuing the date hereof, for and during the term of seven years thence next ensuing and following, and fully

Lease of a brewhouse, Pigot, 290.
Consideration.

Covenant of demise.
Premises.

Exception of timber.

Habendum.

Reddendum of a certain yearly rent.

Also of 5 l. over and above for every acre of meadow ploughed up.

Rent behind, lessor to re-enter.

Covenant to pay the rent ;

and keep in repair the premises ;

and spend the dung thereon ;

and permit present tenant to take his crop, to sow 20 acres with clover ;

fully to be compleat and ended ; *Yielding and paying therefore yearly and every year, during the said term hereby granted, unto the said W. B. his heirs and assigns, the yearly rent of 100 l. of lawful money of Great Britain, in and upon the nine and twentieth day of September, and the five and twentieth day of March, by even and equal portions ; And also yielding and paying, and the said W. W. for himself, his executors, administrators and assigns, Doth covenant and grant to and with the said W. B. his heirs and assigns, to yield and pay in and upon the days and times of payment of the said yearly rent above reserved, and over and above the same rent, according to the rate of five pounds of lawful British money the acre, and so proportionably, for every greater or lesser quantity of the meadow or pasture ground hereby demised, which he the said W. W. his executors, administrators or assigns, shall, at any time during the said term hereby granted, ear, plough, spit up, dig or convert to tillage, or cause or procure, permit or suffer to be eared, ploughed, spitted up, digged or converted to tillage ; the first payment thereof to begin at that day of payment of the said yearly rent above reserved, which shall next happen after any part of the said meadow or pasture ground shall be so as aforesaid eared, ploughed, spitted up, digged or converted to tillage : And if it shall happen the said yearly rent above reserved, or any part thereof, to be behind and unpaid, in part or in the whole, by the space of eight and twenty days next after either of the said days or times whereon the same should or of right ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said W. B. his heirs and assigns, into the said demised premises, or into any part thereof, in the name of the whole, to re-enter, and the same premises, and every part thereof, to have again, repossess and enjoy as in his and their first and former estate, right, title and degree ; any thing herein contained to the contrary thereof in any wise notwithstanding : And the said W. W. for himself, his executors and administrators, doth covenant and grant to and with the said W. B. his heirs and assigns, in manner and form following ; that is to say, That he the said W. W. his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said W. B. his heirs or assigns, the said yearly rent above reserved, at the days and times, and in manner and form above expressed, according to the purport and true meaning of these presents ; And also that he the said W. W. his executors, administrators and assigns, shall and will keep in good and sufficient repair, during the said term, all the glass windows to the dwelling-house, and all the walls, gates, stiles, bounds and fences belonging to the said demised premises, (being allowed timber and frith for the doing thereof by the said W. B. his heirs or assigns) and scour and cleanse all the ditches and water-courses on the said premises ; and shall and will leave the same well and sufficiently repaired, scoured and cleansed at the end of the said term ; And also shall and will, in a husband-like manner, spend and employ in and upon the premises, all the hay, straw, fodder, dung, muck and soil, which shall happen to be made or arise there at any time during the said term : And will permit and suffer A. B. the present tenant, to take off his crop of corn at the next harvest, which shall or may be sown this year on the said demised premises ; And also that he the said W. W. his executors, administrators and assigns, shall*

and will sow twenty acres of the arable land with clover every year during the said term, and leave twenty-five acres of the said land sufficiently down with clover at the end of the said term; *And also* shall and will mow yearly and every year, during the said term, one half of the said arable land as a summer fallow unsown; *And also*, that he the said *W.* his executors, administrators and assigns, shall not nor will mow any part of the down ground during the said term, nor do or commit, nor permit or suffer to be done or committed, any waste, spoil or destruction, in or upon the said premises, or any part thereof; *And further*, that the said *W. W.* shall and will from time to time, during the said term, discharge and bear the offices of overseer, churchwarden, constable, tithingman, and all such like personal offices, wherewith the said premises shall be charged, when and as often as they shall happen: *And* the said *W. B.* for himself, his heirs and assigns, doth covenant and grant to and with the said *W. W.* his executors, administrators and assigns, *That* he the said *W. C.* his heirs and assigns, shall and will, at all times during the said term hereby granted, well and sufficiently repair, uphold and keep the said messuage and other the houses hereby demised (except the glass windows thereof) in all needful and necessary reparations, when and as often as need shall require; *And also* shall and will, at all times during the said term hereby granted, bear, pay and discharge, or abate, deduct and allow out of the said yearly rent hereby reserved, all taxes, rates and payments whatsoever, wherewith the said premises shall or may be charged or chargeable, (window moor, and such like taxes as are and shall be, at any time during the said term, particularly laid upon tenants by act of parliament, only excepted): *And further*, that he the said *W. B.* his heirs and assigns, shall and will yearly, during the said term, allow the said *W. W.* his executors, administrators and assigns, 400 faggots, or the value thereof of other wood, for firing, to be had and taken by the assignment and appointment of the said *W. B.* his heirs or assigns, or his or their bailiff, and not otherwise, and to be spent on the said premises only, and not elsewhere, and sufficient plough timber, or else in lieu of such plough timber the sum of one pound and ten shillings in money, at the election of the said *W. B.* his heirs and assigns; *And* shall and will put the dwelling-house and out-houses, walls, gates and fences, in tenantable repair, on or before *Lady-day* next: *And also*, that he the said *W. W.* his executors, administrators and assigns, shall and may from time to time, and at all times, during the said term hereby granted, (by and under the yearly rents, covenants and agreements herein contained) peaceably and quietly enter into, have, hold, occupy, possess and enjoy, and singular the said premises hereby demised, with the appurtenances, except before excepted) without any let, trouble, hindrance, molestation, interruption and denial of him the said *W. B.* his heirs and assigns, and of any other person or persons whatsoever, lawfully claiming or to lay claim by, from or under him, them, or any of them; *And* shall and will hold and enjoy sixty acres of the arable land belonging to the said demised premises, from the end of the said term hereby granted, till the end of the harvest then next following, and the barn to thresh out his corn, for a year after the end of the said term, and house room to the same, and liberty to fodder his cattle upon the ground called, *&c.* on the third of *May* after the expiration of the said term: *Provided* always,

and leave half the arable fallow; not mow any down or do waste.

Shall serve offices.

The lessor shall keep the messuage in repair;

and pay or allow taxes, except, *&c.*

Shall allow lessee firewood;

and put the premises in repair.
For quiet enjoyment for the term.

And may hold 60 acres of arable land, barn, *&c.* until, *&c.* proviso the lessor may take the premises into his own hands, at the end of five years.

Proviso the
lessee may yield
up, &c. at the
end of five years.

always, and it is agreed and declared by and between the said parties to these presents, That if the said *W. B.* his heirs and assigns, shall be minded and desirous to take into his or their own hands the possession of the said premises, at the end of the first five years of the said term hereby granted, and of such his or their mind and desire, do and shall on the 29th day of *September* next, before the end of the said five years, give notice in writing under his or their hands, to the said *W. W.* his executors, administrators and assigns, or leave the same for him or them at the messuage hereby demised, with one of his or their servants there; *Then*, and at the end of the first five years of the said term, he the said *W. B.* his heirs and assigns, may enter into the said demised premises, and take possession thereof accordingly; any thing herein contained to the contrary thereof in any wise notwithstanding: *Provided also*, and it is further agreed and declared by and between the said parties to these presents, That if the said *W. W.* his executors, administrators and assigns, shall be minded and desirous to leave and yield up the said demised premises to the said *W. B.* his heirs or assigns, at the end of the said term hereby granted, and of such his or their mind and desire do and shall, on the nine and twentieth day of *September* next before the end of the said five years, give notice in writing under his or their hand or hands, to the said *W. B.* his heirs or assigns, or leave the same for him or them at the capital messuage of the said *W. B.* situate in *&c.* with one of his or their servants there, then, and in such case, the said term hereby granted shall, at the end of the first five years, cease and determine; any thing herein contained to the contrary notwithstanding. *In Witness, &c.*

A Lease of a Messuage, Mill, Lands, Meadows, Pastures, Tithes and other Things, with several Exceptions, Habendums, Reservations of Rents, Provisoes and Covenants, whereby may be made a several Lease of any of those Things, with such Exceptions, Habendums, Reservations of Rents, Provisoes and Covenants, as the Case requireth.

Consideration.
Covenant of demise.
Parcels.
House, stables, gardens, orchards, land, &c.

THIS Indenture, made, &c. Between *J. L.* of *D.* in the county of *S.* clerk, of the one part, and *W. T.* of *H.* in the same county, yeoman, of the other part, *Witnesseth*, that the said *J. L.* hath demised, granted, and to farm let, and by these presents *Doth* demise, grant and to farm let unto the said *W. T.* *All that* messuage or tenement with the appurtenances, sometimes called *B.* late in the occupation of *J. S.* and all out-houses, barns, stables, buildings, curtilages, gardens and orchards thereunto belonging; And also all those several closes or parcels of land, meadow and pasture, herein after particularly mentioned, (that is to say) *All that* close of arable land called *T.* close, containing by estimation 10 acres, between the highway leading from *B.* on the East, a ditch in the land of *J. B.* on the West, a hedge between the land of *W. B.* on the North, and land in the occupation of *S.*

South; and also all that close or pasture, containing by estimation, &c. between, &c. (*And so of other parcels; wherein you may briefly express as before, whether the fence do belong to them or the adjoining lands*) All which said messuage, lands and premisses, are situate and being in the parish of *D.* aforesaid; and also all ways, waters, easements and appurtenances, to the said messuages, lands and premisses, or any of them, belonging; *All that* messuage or tenement and brewhouse, late in the occupation of *A. B.* his assigns or under-tenants, in or near a street called *B. Lane* in the parish of *St. Mary A. London*, together with all stables, edifices, buildings, lights, windows, ways, passages, water-courses, profits, commodities and appurtenances thereunto belonging; and also all and singular those furnaces, coppers, vats, vessels and other utensils, goods and chattels in the said messuage, tenement and brewhouse now being or lately used together with the same, specified in a schedule hereunto annexed; — *All that* his water-grist-mill and mills, (being two grist-mills under one roof) commonly called or known by the name of *B. mill* or mills, with the appurtenances, in the parish of, &c. some time in the tenure or occupation of *C. D.* or his under-tenants or assigns; and all that parcel of ground upon one part whereof the said mills stand, containing by estimation one acre or thereabouts, be the same more or less; *And also*, all that the suit of and to the said mills, as well customary as conventional, of all the tenants of the manor of *S.* to the county of *S.* to grind there all the corn and grain of the said tenants, and also all and singular heads, weirs and mill-ponds, and the soil thereof, to the said mill or mills belonging or appertaining; and all tanks, banks, ponds, streams, waters, water-courses, rivers, fishings, fishing-places, ways, paths, passages, easements, profits, commodities, advantages, emoluments and appurtenances, to the said mill and mills and other the premisses, or any of them, or any part or parcel thereof, belonging or appertaining, or with the same now, or at any time heretofore, used, occupied or enjoyed; — *All that* messuage, with the barns, stables, out-houses, gate-rooms, back-sides, orchards and gardens thereunto belonging, and all those several closes and parcels of arable land, meadow and pasture, containing together about 156 acres, to the said messuage belonging: All which premisses are called *Nutborne Farm*, and were late in the occupation of *T. F.* And also, all ways, waters, commons, common of pasture, easements and appurtenances to the said messuage or farm in any wise appertaining; And also all tithes of corn, grain and hay, growing, renewing or issuing out of all the said demised lands and premisses. — *The Rectory* of *A.* with the appurtenances, and also all tithes, both great and small, to the said rectory belonging, in the said county of *S.* All and all manner of tithes, both great and small, belonging to the rectory of *A.* in the said county of *S.* — *All that* portion of tithes in *S.* aforesaid, which did formerly belong to the said rectory of *R.* in the said county, (*to wit*) Two third parts, or two parts, the whole into three parts to be divided, of all the tithes of corn, grain, hay, and other great tithes, arising, growing, renewing or increasing upon all those lands and grounds called *K.* now in the occupation of *T. H.* — *Except* and always reserved out of this present demise and grant, unto the said *J. L.* his heirs and assigns, all woods, underwoods, timber and trees, now standing, growing or being, or which, during this demise and grant, shall stand, grow,

Parcels, tenements, and brewhouse, &c.

Water-mills;

and suit to the said mills.

Messuage and farm.

Rectory.

Tithes.

Exception of wood, underwood, trees, &c.

And liberty of
ingress to sell,
&c.

Exception of
the royalties,
and games of
hawking, hunt-
ing, &c.

Exception of a
manor, and
courts, rents,
fines, heriots,
&c.

Exception of
liberty to come
and repair, &c.

Habendum.

Reddendum.

grow, or be, in or upon the lands or grounds hereby demised, or in or upon any part or parcel thereof, with free liberty of ingress, egress and regress, for him the said *J. L.* his heirs and assigns, and his and their servants, labourers and workmen, with carts, waggons, working tools, utensils and implements, to sell, cut down, hew, square, work out, cord, coal, saw, convert, load, have, take and carry away the said timber-trees, and other trees, and all the timber, coal, wood and fuel thereof coming, arising or increasing; and to dig and make coal-pits, saw-pits, and places to work in, for the coaling, sawing and converting thereof, in and upon the lands and grounds hereby demised; And for that purpose to have and take, cover and quench of earth and fern, in and upon the said lands and grounds hereby demised, at his and their free will and pleasure, for the better coaling and converting there, doing as little hurt or spoil as may be unto the corn, grain or grals, of the said *W. T.* growing on the demised premises from time to time, in converting the said timber-trees and other trees.—*Except* and always reserved out of this demise and grant unto the said *J. L.* his heirs and assigns, the royalties and games of hawking, hunting, fishing and fowling, in and upon the demised premises, or in or upon any part or parcel thereof, with free liberty of ingress, egress and regress, for him the said *J. L.* his heirs and assigns, and his and their servants, to hawk, hunt, fish and fowl there, at his and their free wills and pleasures, doing no wilful hurt or spoil in the corn or grain of the said *W. T.* growing upon the demised premises.—*Except* and always reserved out of this demise and grant unto the said *J. L.* his heirs and assigns, all that the manor of *S.* with the rights, members and appurtenances thereof, and all courts-leet and courts-baron, and all the profits of the same courts, and all quacks-rents, fines, heriots, services, reliefs, amerciaments, waifs, estrays, goods and chattels of felons, wrecks of sea, deodands and escheats whatsoever to the said manor belonging or appertaining, and free liberty of ingress, egress and regress, for him the said *J. L.* his heirs and assigns, and his and their steward, to keep courts in the said capital messuage or tenement before in these presents demised, from time to time, during the term hereby granted, at his and their free wills and pleasure, for the said manor of *S.* and free liberty of ingress, egress and regress, for all servants, tenants and suitors, at and to any court-leet or court-baron, to come, be and continue there, during the continuance of such court-leet or court-baron, there to be held from time to time.—*Except* and reserved free liberty for him the said *J. L.* his heirs and assigns, and his and their servants and workmen, with carts and other necessities, to come upon the premises, to repair the sea-banks as often as need shall be, and to cut and take timber, wood and under-woods on the premises for the doing thereof; *To have and to hold* all the said manor, messuages, lands, tenements, tithes and premises, with the appurtenances before by these presents demised, or thereby mentioned or intended so to be, unto the said *W. T.* his executors, administrators and assigns, from the feast of the annunciation of the blessed *Mary* last past before the date hereof, he during, and until the full end and term of five years, from henceforth next ensuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly, and every year, during the term hereby granted, in even and equal portions, unto the said *J. L.* his heirs and assigns, the sum of *xx* pounds of lawful money of *Great Britain*, at the feasts of *St. Michael*

the archangel, and the annunciation of the blessed *Mary*; *Provided al-*
ways, that if it shall happen the said yearly rent of sixty pounds, or any
 part thereof, to be behind or unpaid in part or in all, by the space of
 21 days next over or after any feast or day of payment, on which the
 same ought to be paid as aforesaid; that then, and at all times after, it
 shall and may be lawful to and for the said *J. L.* his heirs and assigns,
 into all the said demised premises, and every part thereof, wholly to
 re-enter, and the same to have again, repossess and enjoy, as in his or
 their former state; any thing herein contained to the contrary notwith-
 standing; *And* the said *W. T.* doth for himself, his executors, admin-
 istrators and assigns, covenant and grant to and with the said *J. E.* his
 heirs and assigns, by these presents, that he the said *W. T.* his execu-
 tors, administrators and assigns, shall and will, yearly and every year
 during the term hereby granted, well and truly pay, or cause to be
 paid, unto the said *J. L.* his heirs and assigns, the yearly rent of sixty
 pounds, before in these presents reserved to be paid, at the days and
 times before herein limited for payment thereof, without fraud or de-
 lay; *And also* that he the said *W. T.* his executors, administrators and
 assigns, shall and will, during the continuance of this demise, keep in
 good and sufficient repair the said messuage or tenement and mill,
 and all the windows, wainscoting, doors, locks, and other
 things thereto belonging, and all the walls, gates, stiles, mounds,
 bounds, hedges and fences belonging to the said demised premises
 (being allowed rough timber and frith for the doing thereof, by the
 said *J. L.* his heirs or assigns) and scour, cleanse and keep all the fur-
 rows, ditches and water courses on the said demised premises free and
 clear; *And* the same being so well and sufficiently kept in good repair,
 paved, glazed, scoured, cleansed and kept, shall and will at the end,
 or other sooner determination of these presents, peaceably and quietly
 leave, surrender, and yield up the same, unto the said *J. L.* his heirs
 or assigns: (*Here you may add the covenant to enter and view the premis-*
es, to give notice of want of repairs, &c. or other covenants in the preced-
ing leases to answer the intent of the parties) *And also*, that he the said
W. T. his executors, administrators and assigns, shall and will, at the
 end of the term hereby granted, leave twenty acres of the arable land
 hereby demised in a wheat-lane, fit to be sown with wheat in the next
 year after the end of the term hereby granted; *And also*, that if the
 said *W. T.* his executors, administrators or assigns, do or shall, at any
 time during the term hereby granted, plough, break up, sow or convert
 into tillage, the marsh or the long meadow next the mill-pond, or the
 meadow through which the river runs, adjoining to the bull-garden,
 parcel of the demised premises, or any part thereof, then the said *W.*
T. his executors, administrators and assigns, shall and will yearly and
 every year, during all the residue of the term hereby granted, as shall
 then to come and unexpired, yield and pay unto the said *J. L.* his
 heirs and assigns, fifty shillings of lawful money of Great Britain, for
 every acre thereof, so to be ploughed, broken up, sown or converted into
 tillage, for and in the name of an over-rent, or increase of rent, over
 and above the yearly rent before in these presents reserved to be paid;
 and so after that rate for any greater or less quantity thereof to be
 ploughed, broken up, sown or converted into tillage as aforesaid;
 which

Provido, in case
 rent be behind
 for 21 days les-
 for may re-
 enter.

Tenant's cove-
 nant to pay the
 rent.

Covenant to
 repair.

To leave a
 wheat-lane.

To pay 50s.
 for every acre
 of meadow
 which he shall
 plough.

To pay taxes to church and poor.

Tenant to covenant to pay on behalf of landlord his proportionable part of a quit-rent.

To imbarn corn.

To lay the dung on the land.

To leave the dung on the land at the end of the term.

Not to lop any but pollard trees.

Not to lop or cut more than the fourteenth part of the pollard trees, hedges and underwoods, in one year.

Not to cut wood at unreasonable times.

Not to cut fellows likely to be timber.

which said over-rent or increase of rent, shall be paid unto the said *J. L.* his heirs and assigns, by equal portions, at the days limited for payment of the yearly rent first before by these presents reserved to be paid; the first payment thereof to begin and be made at such of the said days, as shall next happen after such ploughing, breaking up, sowing or converting into tillage, as aforesaid; And also, that the said *W. T.* his executors, administrators and assigns, shall and will, at their own costs, bear, pay and discharge all such duties, taxes, assessments and payments, as shall, during the term hereby granted, be issuing, due or payable out of or for the said demised premises, to the church, the parish and the poor; And also that he the said *W. T.* his executors, administrators and assigns, for and on behalf of the said *J. L.* his heirs and assigns, shall and will yearly, during the term hereby granted, at the late dwelling-house of *H. H.* in *E.* aforesaid, well and truly pay, or cause to be paid, unto *H. C.* his heirs and assigns, at the feasts of the Annunciation of the Blessed *Mary* and *St. Michael* the Archangel, by equal portions, 7*l.* for the portion of the said *J. L.* payable to the bishop of *W.* for rent and tithes of *R.* aforesaid: And also, that he the said *W. T.* his executors, administrators and assigns, shall and will from time to time, during the term hereby granted, imbarn and lay all the corn, grain, hay, grafs, hame, fern and fodder, which during the said term shall arise, grow, renew and increase in or upon the demised premises, in the barns, and upon the lands and grounds hereby demised, and not elsewhere, and shall and will also expend and lay all the compost, dung and soil thereof, had, made, coming, growing, arising, renewing or increasing upon the lands and grounds hereby demised, and not elsewhere, nor otherwise; and shall and will also, at the end of the term hereby granted, leave upon the demised premises all the compost, dung and soil there made in the last year of the said term, to and for the use and benefit of the said *J. L.* And the said *W. T.* doth further grant to and with the said *J. S.* his heirs and assigns, by these presents, That the said *W. T.* his executors, administrators or assigns, shall not and will not, at any time during the term hereby granted, lop, top or poll any trees growing on the demised premises, other than such as have been heretofore usually lopped, topped and polled; And that he the said *W. T.* his executors, administrators or assigns, shall not in any year of the term hereby granted, lop, top or poll more than the fourteenth part of the pollard trees upon the premises; nor shall nor will in any year of the said term, fell or cut more than the fourteenth part of the underwoods, hedges, bushes or hedge rows there; and shall not again lop, top, poll, fell or cut any trees, underwoods, hedges, bushes or hedge-rows, which before during this demise, shall have been lopped, polled, felled or cut; And also, that the said *W. T.* his executors, administrators and assigns, shall not, at any time during the term hereby granted, lop, fell or poll any trees, or cut down any of the coppice woods, hedge or hedge-rows, which now are, or during this demise shall be, standing or growing upon the demised premises, at any unreasonable time in the year, or in any unhusbandry-like manner; And also, that he the said *W. T.* his executors, administrators or assigns, shall not, at any time during the term hereby granted, in any wise fell or cut upon the demised premises, any fellows likely to grow up to be timber

And the said *J. L.* doth for himself, his heirs and assigns, covenant and grant to and with the said *W. T.* his executors, administrators and assigns, by these presents, that the said *J. L.* his heirs and assigns, shall and will, at their own costs, bear, pay and discharge or allow unto the said *W. T.* his executors, administrators and assigns, all rents which are, or during the demise hereby granted shall be, issuing or payable out of or for the demised premises, or any part thereof, to the lord or lords of the fee or fees thereof; and also all such duties, taxes, assessments and payments, as shall, during this demise, arise, become or grow due out of, for or from the demised premises, or any part thereof, to the king's majesty, or for the defence or public use or occasion of this realm; And also, that he the said *J. L.* his heirs and assigns, shall and will, from time to time, upon every reasonable request, when and so often as need shall require, during the term hereby granted, assign, allow and appoint to and for the said *W. T.* his executors, administrators and assigns, sufficient and convenient timber, rough, upon the stamp, to be had, cut and taken by the said *W. T.* his executors, administrators and assigns, upon the demised premises (if it be there to be had) at seasonable times in the year, to be extended, used and employed for and towards reparation and amendment of the messuage, barns and buildings aforesaid, and also of all gates, posts, pales and rails belonging to the demised premises; And also sufficient estovers for carts, wains, waggons, ploughs and harrows to be used and employed on the said demised premises, and not elsewhere; And also, that the said *W. T.* his executors, administrators and assigns, shall or may hold and enjoy the barn aforesaid, therein to lay their corn, grain and hay, and liberty of ingress and egress, into and from the said barn, and the gate-room thereunto adjoining, to thresh out the said corn and grain in the said barn, and to carry away the same with carts and carriages; and the fodder of the said corn and grain, and the said hay, to spend in the said gate-room with their cattle, until the first day of May next, after the end of the term hereby granted, without any let or interruption of or by the said *J. L.* his heirs or assigns; the said *W. T.* his executors, administrators or assigns, then leaving the said barn well and sufficiently repaired, which to do the said *W. T.* doth covenant with the said *J. L.* by these presents; And the said *J. L.* doth further for himself, his heirs and assigns, covenant and grant to and with the said *W. T.* his executors, administrators and assigns, by these presents, that for and in consideration of thirty and two pounds, parcel of the yearly rent aforesaid, he the said *J. L.* his heirs and assigns, shall and will, yearly and every year of the term hereby granted, accept of four loads of good, clean, dry and well winnowed wheat, to be delivered to the said *W. T.* his executors, administrators or assigns, at *D.* within the port of *T.* or such other place not further distant from *N.* aforesaid, as the said *J. L.* his heirs or assigns shall appoint; and that the said *J. L.* his heirs or assigns, shall yearly appoint the time and place of delivery; and the said *W. T.* doth covenant to deliver the said four loads of wheat accordingly; And also, that he the said *J. L.* his heirs and assigns, shall and will, at his and their own proper costs and charges, before the twentieth of June next ensuing the date hereof, erect and build one new barn, and one new cart-house in and upon the demised premises; and the gate room, thereunto belonging, shall and will well

Lessor covenants to pay quit-rents and king's taxes.

To allow rough timber for repairs.

To allow cart-boots.

That the tenant may hold the barn until May-day after the term.

Lessor to accept of four-loads of wheat for 32 L. of rent.

Lessor to build a new barn and cart-house.

Tenant not to cut hedges at unseasonable times.

Tenant to leave the pigeon-house stocked.

and sufficiently inclose and fence with all needful and necessary inclosures and fences, without fraud or delay; And the said *W. T.* doth further for himself, his executors, administrators and assigns, covenant and grant to and with the said *J. L.* his heirs and assigns, by these presents, that he the said *W. T.* his executors and assigns, shall not and will not, at any time or times during the term hereby granted, sell or cut down any of the quick-set hedges or fences belonging to the demised premisses, but at seasonable times in the year, and, for the better springing, growing and preserving of the same hedges, shall and will do his and their best endeavours, for the preserving, nourishing and keeping the said quick set hedges, now belonging unto the said demised premisses, or such quick-set hedges as shall be new planted upon the premisses during the term hereby granted; And also, that he the said *W. T.* his executors, administrators and assigns, shall and will at the end of the term hereby granted, or other sooner determination of this lease, leave the said dove house hereby demised, stocked with a flight of 150 couple of pigeons at the least, to and for the sole and proper use and benefit of the said *J. L.* his heirs and assigns; and shall and will also at the end of the said term leave the pigeon-holes in the said dove-house, well and sufficiently repaired, amended, maintained, sustained and kept, without fraud or deceit. (*Add the covenant for quiet enjoyment on payment of the rent, and performing the covenants. See preceding leases.*)

A Lease of the Fishery and Royalty.

Consideration.

Demise.

Habendum.

Reddendum.

THIS Indenture, made, &c. Between *A. B.* of, &c. esq; of the one part, and *C. D.* of, &c. gent. of the other part, *Witnesseth* That the said *A. B.* for and in consideration of the yearly rents and covenants herein after mentioned, *Hath* demised, granted and to farm let and by these presents *Doth* demise, &c. unto the said *C. D.* All that the fishery and liberty of fishing in the river of, &c. from, &c. to, &c. And all that the royalty of hunting, hawking and fowling, &c. belonging to him the said *A. B.* within the manor of, &c. aforesaid: and all the profits, benefits and advantages whatsoever to the said fishery and royalty, or either of them, belonging or appertaining; *To have and to hold* the said fishery and liberty of fishing, and the said royalty and liberty of hunting, hawking and fowling aforesaid, with their and every of the appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the feast of, &c. for and during, and unto the full end and term of, &c. from thence next ensuing, and fully to be completed and ended; *Yielding and Paying* therefore yearly, and every year, during the said term of, &c. unto the said *A. B.* his heirs and assigns, the sum or sum of, &c. of lawful money of Great Britain, at the two following feasts or terms in the year (that is to say) the feast of St. Michael the Archangel

Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal portions, without any deduction or abatement for taxes charged or imposed by parliament or otherwise. And the said *C. D.* for himself, his executors, administrators and assigns, doth covenant, promise and grant to and with the said *A. B.* his heirs and assigns, that he the said *C. D.* his executors, administrators and assigns, shall and will, during the said term, well and truly pay or cause to be paid unto the said *A. B.* his heirs or assigns, the said yearly rent of, &c. on the days and times above limited for payment thereof, without any deduction, as aforesaid: *Provided always*, that if the said yearly rent or sum of, &c. or any part thereof, shall be behind and unpaid, in part or in all, by the space of ——— days next after any of the said feast-days above mentioned for the payment thereof, during the said term, that then and from thenceforth it shall and may be lawful for the said *A. B.* his heirs or assigns, to avoid the lease hereby made, and enjoy the premises above mentioned to be granted, as in his and their former estate and estates. And the said *A. B.* for himself, his heirs and assigns, doth covenant, promise and grant, to and with the said *C. D.* his executors, &c. that the said *C. D.* his executors, administrators and assigns, paying the said yearly rent of, &c. and performing the covenants on his part and behalf to be performed and kept, shall and may from time to time, and at all times hereafter, during the continuance of the said term hereby demised, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said fishery and royalty, with their appurtenances, hereby demised, and every part and parcel thereof, without the let, suit, trouble, eviction or disturbance of him the said *A. B.* his heirs or assigns, or any other person or persons whatsoever, claiming or to claim by, from or under him, them or any of them, or by his, their, or any of their acts or means. *In witness, &c.*

Covenant to pay the rent.

Proviso on non-payment to re-enter.

Covenant on non-payment of the rent, and performing the covenants, quietly to enjoy.

Lease of Lands for Building a House, &c. with divers special Covenants.

THIS Indenture, made, &c. *Between, &c. Witnesseth*, that the said *P. H.* for divers good causes, &c. Hath demised, &c. unto the said *W. B.* his, &c. *All that* Eastermost piece or parcel of ground, containing in length twenty-three feet, &c. or thereabouts, and in breadth eighteen feet or thereabouts, situate, lying and being in, &c. in certain place there called, &c. between, &c. and whereupon there is now standing certain old buildings, being used for booths, together with egress, ingress and regress, in and to the same, through all the gates now used into the cloth-fair there; *Except* and always reserved out of this present demise, lease and grant of the premises, unto Sir *A. H.* of, &c. his heirs and assigns, during the continuance of these presents, all and every such ground, by these presents mentioned and intended to be demised, or which the said *H. R.* his, &c. shall be pleased and think good to lay in the same parcel of ground, together also with the lays of the

Consideration.
Demise.

Exception.

said pipes, during the time aforesaid; and also except and always reserved unto the said Sir H. R. his, &c. free liberty of ingress, egress and regress, to and for the said Sir H. R. his, &c. and to and for his and their servants, labourers and workmen, with stuff and other things necessary, from time to time and all times, during the continuance of these presents, so often as need shall require, to come in or upon the premises, or any part thereof, and to break the ground and soil of the premises or any part thereof, for the amending and repairing of all such pipe and pipes of lead as shall, during the continuance of these presents, happen to be in decay, or need to be repaired (the said ground to be made up again at the costs and charges of the said Sir H. R. his heirs and assigns) *To have and to hold, &c. Yielding and paying, &c.* the first payment thereof to be made at the feast-day of, &c. And if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall and may be lawful to and for the said P. H. his, &c. into the above demised premises, and every of them, wholly to re-enter, and the said W. B. his, &c. to expel, remove and put out, and the same to have again, re-possess and enjoy, as in his and their former estate; this indenture, &c. notwithstanding: And the said W. B. for himself, his, &c. doth covenant and grant, &c. to and with the said P. H. his, &c. by these presents, that he the said W. B. his, &c. shall and will, at his and their own proper costs and charges in all things, make, erect, set up and finish, or cause to be made, &c. before the feast of, &c. upon the said ground and soil herein before mentioned to be demised, one good and substantial building of timber, brick or stone, &c. to be framed and made into one tenement of three stories high, besides the garret, from the groundfils thereof to the razons, the lower story whereof shall be nine feet high at the least, the next story over that shall be eight feet high at the least, and the third story to the razons shall be seven feet high at the least, and shall jut the first and second stories, the summers, joists, groundfils, razons and rafters, and all other timber-work thereof shall be as big and as good in scantling, length, thickness and other qualities, as those which are in the buildings at the new Court, which is now lately erected, standing and being in, &c. and shall or will make, or cause to be made, to every room thereof, two handsome sash-windows, of good carpenter's or joiner's work, each of them six feet high, and — broad, and shall well sash and glaze the same with good crown glass, and shall parget and ciel all the floors over head with lime and hair, without loam, and well and sufficiently lath and parget with lime and hair only, all the outsides of the said building, and make convenient dormer-windows to all the garrets of the said tenement, and tile over all the said building, and lay tiles with lime and sand, and dry-hang none of them; and shall make convenient doors with hooks, hinges, locks and keys to all the rooms of the said building, and floor with inch board all the floors, and nail them with eight-penny nails, and make convenient chimnies with brick, lime and sand, with free-stone hearths, &c. and one convenient cellar throughout all the said building, and pave the said cellar with brick, &c. and a vault of brick for a privy, and such vault so to be continued and carried up into the garret, and shall pave with good stone half the allies or streets on both sides of the said building, &c. and the said W. B. his, &c. shall and will from time to time, and at all times during the said term of, &c. when and as

Reddendum.

Covenant to
build, &c. and
in what man-
ner.

often as need shall require, at his or their proper costs and charges, repair, uphold, maintain and keep all the said building and tenements so erected and finished, in, by and with all manner of necessary reparation, and the building and tenement so repaired, upholden or kept in good and sufficient reparations, shall and will leave and yield up, with all doors, windows, wainscot, shelves, locks and keys belonging to the same, well tiled, glazed and otherwise repaired, at the end and expiration, and every other determination of this present lease. And that it shall and may be lawful, as well to and for the said *P. H.* his, &c. as also to and for all others the grantors or lessors of the said demised premises, their executors, administrators and assigns, with workmen, servants or officers thereunto appointed, to come into and upon the said building and tenement, at his and their free wills and pleasures, to view the decays thereof; and that the said *W. B.* his, &c. shall sufficiently amend and repair the decays thereof, within three months after notice given unto him, his executors, &c. of such decays by him the said *P. H.* his, &c. or by any others, lessors or grantors of the premises, their heirs or assigns. And that the said *W. B.* his, &c. shall not, nor will at any time or times during the said term, have above one household or family in the said tenement, and no inmate or inmates within the same, or any person to inhabit there as an inmate; and that the said *W. B.* his, &c. shall not sell beer or ale, or other victual, nor keep any victualling within the said tenement, at any time during the said term, without the special licence of the said *P. H.* his, &c. first had and obtained in writing; And that the said *W. B.* his, &c. shall and will, from time to time during the said term, bear and pay all such weekly, monthly, quarterly and yearly charges, as he or they, or the tenant or inhabitants thereof shall be set and rated at by the said *Sir H. R.* his, &c. or his officer or officers, towards watch, candle-light, scavengers, gate-keepers, ladders, buckets, and other contributions for bringing of water, &c. for the general good of the said cloth fair, according to the rate of the other inhabitants there: And further, the said *W. B.* doth hereby for himself, &c. covenant, grant, &c. to and with the said *P. H.* his, &c. that he the said *P. H.* his, &c. and all and every other person and persons which he the said *P. H.* his, &c. in that behalf shall nominate, assign and appoint, shall and may from time to time, yearly and every year, during the continuance of this present lease or demise, on the feast-day of, &c. and three days next before, and three days next after the said feast, have, occupy, possess and enjoy the said booths, and all the benefit, profit and commodity of the same, for and during the term aforesaid, until the said building, in these presents mentioned, be erected and built as aforesaid, and after the same shall be so built as aforesaid, as the said *P. H.* his, &c. and all and every such other person or persons as he the said *P. H.* his, &c. in that behalf shall nominate and appoint, shall and may from time to time, yearly and every year during the continuance of these presents, on the feast aforesaid, and by the space of three days next before, and three days next after the said feast, peaceably and quietly have, hold, use, occupy, possess and enjoy the lower room or chamber which shall be next the lower floor and groundfil of the said house so to be erected, without any allowance to be made to the said *W. B.* his, &c. for the use of the said room; And that he the said *P. H.* his, &c. shall and may have, receive and take to his and their own

Covenant for
lessor to enter
and view.

Shall not keep
inmates, nor sell
ale.

Shall pay rates.

The lessor may
possess and en-
joy booths
yearly at certain
feasts.

own

own proper use and behoof, all such sum and sums of money, and other benefit, profit, commodity or advantage, which shall or may be had or made, by or for the use of the said room, during the time aforesaid; And the said *P. H.* his, &c. and all and every person and persons which he the said *P. H.* his, &c. in that behalf shall substitute, authorize and appoint, shall have free liberty of ingress, egress and regress, into the said chamber and room, and there to remain and abide during the term aforesaid, without any the let, trouble, disturbance, molestation, eviction or denial of the said *W. B.* his, &c. or of any other person or persons claiming by, from or under his or their estate or estates, or by his or their title, assent or procurement. *Provided always*, and upon condition, that if he the said *W. B.* his executors, &c. shall not well and truly perform, fulfil and keep, in all things, according to the true intent and meaning hereof, the said covenant in these presents last abovementioned, that then and from thenceforth the estate, interest, possession and term of years of the said *W. B.* of and in the premises, and of and in every part and parcel thereof, shall cease, determine, and become utterly void, and that then and from thenceforth it shall and may be lawful to and for the said *P. H.* his, &c. into all and singular the premises to re-enter, and the same to have again, as in his or their former estate; any thing in these presents, &c. notwithstanding. *Provided always*, and it is covenanted, granted, concluded and agreed by and between the said parties to these presents, that if the said *W. B.* his, &c. or some of them, do not before the feast-day of, &c. at his own costs and charges, make, erect, set up, and in substance and effect finish the said building in all things to the said building belonging, as the said *W. B.* hath before in these presents covenanted to do, that then and from thenceforth this present demise, and every article, clause and agreement in these presents contained and comprized, to be frustrate and of none effect; and the estate hereby conveyed to the said *W. B.* to cease and determine, and be utterly void to all intents, constructions and purposes whatsoever; And the said *P. H.* doth for himself, his, &c. covenant, grant, conclude and agree to and with the said *W. B.* his, &c. and to and with every of them by these presents, that he the said *W. B.* his, &c. and to and with every of them by these presents, that he the said *W. B.* his, &c. shall and may peaceably, quietly, &c. (*viz. a covenant for peacefully enjoying, &c.*) And lastly, the said *W. B.* for him, his, &c. doth covenant, &c. to and with the said *P. H.* his, &c. that he the said *W. B.* his, &c. at his and their own proper costs and charges, in all things, shall and will raise and heighten the ground where the said new building shall be made, in such good and sufficient manner as that the water and soil which shall fall, come or be made from or in the said buildings, shall and may avoid, run and be carried away without nuisance, into the common sewer, down along by the rest of the booths, and so into *Long Lane*, to the end that the said building may be kept sweet and wholesome for the inhabitants which shall there dwell and inhabit. *In Witness, &c.*

Proviso in case of non-performance of last covenant, lease to be void.

Proviso if building not done by the time, lease to be void.

Covenant to heighten the ground, &c.

A Lease of a House, well drawn.

THIS Indenture, made, &c. Between S. B. of, &c. esq; of the one part, and R. H. of, &c. of the other part, *Witnesseth*, that the said S. B. for and in consideration of the said rent and covenants hereafter in these presents mentioned on the part and behalf of the said R. H. his executors, administrators and assigns, to be paid, done and performed, *Haib* demised, granted and to farm let, and by these presents *Doth* demise, grant and to farm let, unto the said R. H. his executors, administrators and assigns, *All* that messuage or tenement, situate and being in *Jockey Fields*, in the parish of *St Andrew* in *Holborn*, abutting, &c. together with the said garden, and also the coach-house and stables at the end thereof, belonging to the said messuage or tenement, and all and singular cellars, solars, chambers, rooms, lights, easements, water-courses, profits, commodities, and appurtenances whatsoever, to the said messuage or tenement and premisses belonging or in any wise appertaining, together with the use of all and singular the goods, implements and other things remaining and being in and about the said messuage or tenement and premisses, mentioned in a schedule or inventory hereunder written, which said messuage or tenement and premisses, with the appurtenances, now are in the possession and occupation of the said S. B. *To have and to hold* the said messuage or tenement, garden ground and coach-house and stables, and all and singular other the premisses above demised, unto the said R. H. his executors, administrators and assigns, from the feast-day of the nativity of our Lord Christ now next ensuing, for and during, and unto the full end and term of three years and one quarter; *Yielding and paying* therefor yearly and every year, during the said term, unto the said S. B. his executors, administrators and assigns, the rent or sum of one hundred and thirty pounds of lawful money of *Great Britain*, at the four most usual feast-days or terms in the year, that is to say, the feast-day of the nativity of St. John the baptist, the feast of Michael the archangel, the nativity of our Lord Christ, and the annunciation of the blessed virgin Mary, by even and equal portions; *And* the said R. H. for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said S. B. his executors, administrators and assigns, that the said R. H. his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid to the said S. B. his executors, administrators and assigns, the said yearly sum of one hundred and thirty pounds before hereby reserved, at the days and times before herein limited and appointed for payment thereof during the said term; *And also* shall and will from time to time, and at all times during the said term of three years and one quarter hereby demised, as often as need shall be or require, at his or their own proper costs and charges, well and sufficiently repair, uphold, support, glaze, amend and maintain the said messuage or tenement, and all and singular the premisses, in,

Consideration.

Demise.
Parcels.*Habendum.**Reddendum.*Covenant to pay
the rent.And repair the
premisses.

Leases.

That lessor may
enter and view,

and give notice
of repairs
wanting.

Proviso if rent
behind 21 days,
or reparations
not made, lessor
may re-enter.

On payment of
the rent and
performing the
covenants, les-
see may quietly
enjoy.

in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, damage by fire excepted; and also at his or their own costs and charges, all the walls, pavements, gutters, sinks, privies, wydraughts, of and belonging to the said hereby demised premises, shall and will from time to time, and at all times, as often as need shall be or require, during the said term, well and sufficiently pave, purge, scower, cleanse, amend and keep, and the said messuage or renement, and all and singular the premises, so well and sufficiently repaired, upholden, supported, glazed, amended, maintained, pared, purged, secured, cleansed and kept, at the end of the said term, or other determination of this present lease, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up, together with all such goods, chattels and implements, as are mentioned in the schedule or inventory herein under written, in as good case and condition as the same are now, reasonable use and wearing thereof, together with damage by fire in the mean time, always excepted; *And also*, that it shall and may be lawful to and for the said S. B. his executors, administrators and assigns, with workmen or others in his or their company, or without, twice or oftener in every year, yearly during the said term, at convenient times in the day-time, to enter and come into and upon the said demised premises, or every or any part thereof, there to view, search and see the state of the reparations of the same, and of all defects and wants of reparations then and there found, to give or leave notice or warning in writing at the said demised messuage, unto and for the said R. H. his executors, administrators and assigns, to repair and amend the same within four months then next following; within the space of which four months the said R. H. for himself, his executors, administrators and assigns, and every of them, doth covenant, promise and grant to and with the said S. B. his executors, administrators and assigns, to repair and amend all and every the said defaults or wants of reparations so notified as aforesaid; damage by fire as before excepted, *Provided always*, that if it shall happen the said yearly rent of one hundred and thirty pounds, or any part thereof, to be behind and unpaid, in part or in all, by the space of one and twenty days next after any of the feast-days above-mentioned for payment thereof, being lawfully demanded, or if the reparations of the aforesaid premises, whereof notice or warning shall be given as aforesaid, shall not be well and sufficiently made and amended within the space of four months as aforesaid; that then and from thenceforth it shall and may be lawful in either of the said cases, to and for the said S. B. his executors, administrators and assigns, into the said messuage or tenement, and all other the premises, with their appurtenances hereby demised, or into any part thereof in the name of the whole, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former estate, and the said R. H. his executors, administrators and assigns, and all other the occupiers of the same thereout and from thence utterly to expel, put out and amove; this indenture, or any thing therein contained to the contrary, in any wise notwithstanding. *And* the said S. B. for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said R. H. his executors, administrators and assigns, that he the said R. H. his executors, administrators and assigns, paying the said yearly rent of one hundred and thirty pounds

pounds, in manner and form aforesaid, and performing and keeping all and singular the covenants, grants, articles and agreements before in these presents contained, on his and their part and behalf to be performed and kept, shall and may from time to time, and at all times during the said hereby demised term of three years and one quarter, peaceably and quietly have, hold, occupy and enjoy the said messuage or tenement, and all other the premises, with the appurtenances, herein before demised, without any let, trouble, eviction, ejection, disturbance or interruption of or by him the said S. B. his executors, administrators and assigns, or of or by any other person or persons lawfully claiming, or to claim, by, from or under him, them, or any of them, or by his, their, or any of their means, default or procurement. *In Witness, &c.*

The Schedule or Inventory above referred to.

In the garreta four iron locks, &c.

Another Lease of a House in London, well penn'd, with a Covenant for Insurance from Fire, &c.

THIS Indenture, &c. Between M. N. of, &c. and S. P. of, &c. Witnesseth, that for and in consideration of the rent and covenants herein after reserved and contained on the part and behalf of the said S. P. his executors, &c. to be paid, kept, done and performed, the said M. N. Hath demised, leased and to farm let, and by these presents Doth, &c. unto the said S. P. All that new-built brick messuage or tenement, situate, lying, and being on the West-side of Rood Lane, in the parish of, &c. formerly in the tenure or occupation of the said S. P. his under-tenants or assigns, together with all lights, ways, passages, water-courses, easements, profits, commodities and appurtenances, to the said messuage or tenement belonging or appertaining; To have and to hold the said messuage or tenement, and all and singular other the premises, with their and every of their appurtenances, herein before mentioned or intended to be hereby demised, unto the said S. P. his executors, administrators and assigns, from the feast-day of St. Michael, which will be in the year of our Lord 1717, for and during and unto the full end and term of seven years from thence next ensuing, and fully to be complete and ended; *Yielding and paying* therefore yearly and every year, during the continuance of this demise, unto the said M. N. her executors, administrators or assigns, the sum of 89*l.* of lawful money of Great Britain on the four most usual feast-days, or terms in the year (that is to say) the birth of our Lord Christ, &c. provided always, that if it shall happen the said yearly rent of 89*l.* or any part thereof shall be behind and unpaid by the space of twenty-one days

Consideration,

Demise.
Parcels,

Habendum.

Reddendum.

Proviso if rent
be behind lessor
may re-enter.

Covenant to
pay the rent.

And keep in
repair.

And so repair-
ed, yield up
the same.

That lessor may
enter and view
the premises,
&c.

That lessee will
pay all taxes;

days next after any of the said feast-days on which the same ought to be paid, as aforesaid, (being lawfully demanded); that then and at all times then after it shall and may be lawful to and for the said *M. N.* her executors, &c. unto the said demised messuage or tenement and premises, or into any part or parcel thereof in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in her and their former estate; and the said *S. P.* his executors, &c. and other the occupiers of the premises, thereout and from thence utterly to expel, put out and amove; any thing herein contained to the contrary thereof in any wise notwithstanding. And he the said *S. P.* for himself, his executors, &c. doth covenant, &c. to and with the said *M. N.* her executors, &c. by these presents in manner and form following, that is to say, that he the said *S. P.* his executors, &c. shall and will, during the continuance of this demise, well and truly pay, or cause to be paid, unto the said *M. N.* her executors, &c. the said yearly rent or sum of _____ good and lawful money of Great Britain, on the days and times, and in manner and form, as before is mentioned for payment thereof, according to the true meaning of these presents, and the reservation thereof, as aforesaid. And also that the said *S. P.* his executors, &c. or some or one of them, shall and will, at his or their own proper costs and charges, well and sufficiently repair, uphold, support, maintain and keep the said messuage or tenement and premises, together with the glass windows, pavements, privies, sinks, gutters and wydraughts belonging to the said premises, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where and as often as need or occasion shall be or require, during the continuance of this demise; (the casualty of fire that may happen to burn down, demolish or damnify, the said messuage or tenement and premises, or any part thereof, only excepted, and foreprized.) And the said messuage or, &c. being so well and sufficiently repaired, upheld, supported, glazed, and amended, at the end of the said term of _____ years, or other sooner determination of this present demise, unto the said *M. N.* her executors, &c. shall and will peaceably and quietly leave, surrender and yield up; (except as before is excepted). And further, that it shall and may be lawful, as well for the said *M. N.* her executors, &c. as also for the lessor or lessors in the original lease of the said premises, or any of them, with workmen and others, in his, their or any of their company or companies, or without, four times or oftener in every year, during the continuance of this demise, at seasonable times in the day time, to enter and come into and upon the said demised premises, or any part thereof, there to view, search and see the state and condition of the reparations of the same, and of all defects, defaults and wants of reparations, then and there found, to give or leave notice or warning in writing at or upon the said demised premises, to and for the said *S. P.* for repairing and amending the same within the time and space of three months then next following; within which said space or time of three months next after every or any such notice or warning, he the said *S. P.* for himself, his executors, &c. doth hereby covenant and agree to and with the said *M. N.* her executors, &c. well and sufficiently to repair and amend the defects, defaults and wants of reparations so to be found as aforesaid, (except as before excepted.) And further, that he

the said S. P. his executors, &c. shall and will at all times hereafter, during the term hereby demised, (determinable as aforesaid) bear, sustain, pay and discharge all taxes, charges, impositions and parish duties, which shall be taxed, charged, imposed, or assessed upon the said messuage or premises aforesaid, or any part thereof (except the king's tax, or other taxes, chargeable or to be charged on the landlord by act of parliament.) And the said M. N. for herself, her executors, &c. doth hereby covenant, promise, grant and agree to and with the said S. P. his executors, &c. in manner and form following, viz. That he the said S. P. his executors, &c. paying the said yearly rent of ——— and performing all and every the covenants and agreements herein before contained, which on his or their part and behalf are or ought to be paid, done or performed, according to the true intent and meaning of these presents, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement and premises hereby demised, for and during the continuance of this demise, without any lawful let, suit, trouble or interruption of or by the said M. N. her executors, &c. or any of them, or by or through her, their or any of their acts, means, default, neglect or procurement, and that always clearly acquitted and discharged of and from all rent and rents due and to be due or payable by or upon the original indenture or lease, by which the said M. N. now holdeth the said demised premises for a longer term than is hereby granted. And whereas the said M. N. hath caused the sum of 500 l. to be insured upon the said messuage or tenement and premises, by the Amicable Contributionship for insuring from losses by fire, during the term of seven years, to be accountable from the ——— day of ——— for which said insurance she paid the sum of 4 l. 10 s. (one moiety whereof the said S. P. hath paid and contributed unto the said M. N. for that purpose, which the said M. N. doth hereby acknowledge.) Now this Indenture further witnesseth, that it is hereby mutually agreed by and between the said parties to these presents severally and respectively, for themselves and their several executors, &c. that after the end of the said term of seven years, the said sum of 500 l. shall from time to time, during the continuance and till the expiration of this present lease, be continued to be insured on the said messuage, &c. thereby to secure the same from loss by fire; and that the said 500 l. shall be from time to time insured, at the sole and only charges of the said S. P. his executors, &c. (or it may be at their joint charges, &c. if so agreed.) And that in case any loss or damage shall happen to the said messuage, &c. by fire, that the said M. N. her executors, &c. shall have the whole benefit, not only of the said insurance already made, but also of all such insurances as shall be hereafter made in pursuance thereof for insuring the said messuage, &c. from loss by fire. And that the said M. N. her executors, &c. in such case shall, with what convenient speed may be, repair the said messuage or tenement and premises, and make the same fit for habitation of the said S. P. and his assigns, during the residue of the said term hereby demised, which shall be then come and unexpired. In Witness, &c.

except the king's tax.

Covenant for quiet enjoyment.

Recital the lessor has insured, &c. for 7 years.

That after the end of 7 years lessee shall continue to insure.

That lessor may have the benefit thereof, &c.

A Lease of a House in the Country, in Reversion, with Covenants to pay Heriots, &c.

Recital of lease
for 24 years.

Consideration.

Demise.
Parcels.

Habendum.

THIS Indenture, &c. Between H. H. of H. in the county of S. gent. and E. his wife, of the one part, and W. W. of M. in the said county of S. of the other part; Whereas the said H. and E. together with I. H. father of the said H. deceased, for a certain sum of money to them by the said W. W. before-hand paid, by their indenture bearing date, &c. Did demise, grant, set and to farm let unto the said W. W. all that their messuage or tenement, with all edifices and buildings thereunto belonging, together with all lands, meadows, leasows and pastures, common of pastures, commodities and feedings to the said messuage or tenement belonging or appertaining, with all and singular their appurtenances, situate, lying and being in the towns and fields of M. aforesaid, in the county aforesaid, and then in the tenure or occupation of the said W. W. To have and to hold the said messuage or tenement, lands, meadows, leasows, pastures, commons, commodities and feedings, and all other the premises, with their appurtenances, unto the said W. W. his executors and assigns, from the feast of the purification, &c. last past, unto the full end and term of twenty-four years from thence next ensuing, and fully to be compleas and ended; Yielding and paying therefore yearly, during the said term, to the said H. H. and E. his wife, or to one of them, or to one of their heirs, &c. 23 shillings of lawful money of, &c. as in the said indenture is contained at large: Now this Indenture Witnesseth, That the said H. H. and E. his wife, for and in consideration of the sum of 20l. of lawful money, &c. to the said H. and E. by the said W. W. before or at the enfealing hereof, well and truly paid for and in the name of a fine, whereof the said H. and E. and each of them do acknowledge themselves to be fully satisfied and paid, and the said W. W. his executors, administrators and assigns, thereof to be acquitted, exonerated and discharged by these presents, Have demised, granted, set and to farm let, and by these presents, &c. unto the said W. W. All the aforesaid messuage or tenement, edifices and buildings, with all lands, meadows, leasows, and commons of pasture to the said messuage or tenement belonging, with all other the premises, and their appurtenances, situate, lying and being in the town and fields of M. aforesaid, in the said county, in as large and ample manner as the said W. W. heretofore hath occupied the same; To have, hold, occupy and enjoy the said messuage or tenement, lands, meadows, leasows, pastures, commons, commodities, and all other the premises and every part thereof, with the appurtenances, to the said W. W. his executors, administrators and assigns, from the end and expiration of the aforesaid indenture, that is to say, from the feast of the purification, &c. which shall be in the year of our Lord God, &c. until the full end and term of twenty-four years then next ensuing to be fully compleated and ended; Yielding

and Paying therefore yearly during the said term, to the said *H. H.* and *E.* his wife, or to either of them, their heirs or assigns, the sum of 23 s. of, &c. at the two feasts in the year following, that is to say, at the feast of the Annunciation, &c. and the feast of St. Michael, &c. by even portions; And if it happen the said yearly rent of 23 s. to be behind and unpaid, in part or in all, by the lawfully demanded, and by all that time no sufficient distress can be found upon the premises, then it shall be lawful to and for the said *H. H.* and *E.* their heirs or assigns, into the said messuage or tenement, lands, &c. and all other the premises, with the appurtenances, to re-enter, and the same to repossess and have again, as in their former estate: And the said *W. W.* his executors, &c. and all other occupiers of the same, to avoid, expel and put out; these indentures, or any thing herein contained to the contrary notwithstanding. And the said *W. W.* doth covenant and grant for him, his executors, &c. to and with the said *H. H.* and *E.* his wife, their and each of their heirs, executors, &c. the said messuage or tenement, and all edifices or buildings to the same belonging, sufficiently to repair, maintain, sustain and keep, together with all hedges and ditches in and about the said lands during all the said term, at and upon his own proper costs, and charges; and at the end of the said term, the said buildings, hedges, ditches, banks, mounds, &c. well and sufficiently repaired and preserved, shall yield and give up. And also that he the said *W. W.* his executors and assigns, shall pay to the said *H. H.* and *E.* their heirs or assigns, at the death of every person dying tenant in and upon the premises, during the said term, his or their best beast in the name of an heriot. And also the said *W. W.* doth covenant and grant to and with the said *H. H.* and *E.* that he the said *W. W.* shall not at any time hereafter, during the said term, bargain, sell or assign his interest or term of years of, in or to the said messuage and other the premises, with the appurtenances, to any person or persons other than to his wife, or to one of his sons, without the special licence of the said *H. H.* and *E.* his wife, or their heirs, on pain of forfeiting his or their estate. And that the said *W. W.* his executors or assigns, during the said term, shall yearly pay all chief rents, and yield all other rents and services due or to be due to any person or persons out of the said messuage or tenement, and other the premises. And the said *H. H.* and *E.* his wife, do covenant and grant, for them, their heirs and assigns, and with the said *W. W.* his executors, administrators and assigns, that it shall be lawful to the said *W. W.* his executors, administrators or assigns, during all the said term, to have, take, hew and carry away sufficient house-boot, hay-boot, fire-boot and plough-boot, in and upon the premises growing or being, doing no wilful waste. Provided always, that he the said *W. W.* his executors or assigns, shall not fell or cut any oak by the butt, nor cut off the top of an oak growing in the said premises during the said term, without the consent and licence of the said *H. H.* and *E.* their heirs or assigns; And also the said *W. W.* doth covenant and grant, that his son, to whom he intends to assign the premises with this indenture, shall not assign his interest in and to the premises, to any person or persons, but to his wife as long as she remaineth a widow, without the consent and licence of the said *H. H.* and *E.* and their heirs, upon pain of forfeiting their estate. And the said *H. H.* and *E.* do covenant and grant, for them and their heirs, to and with the

Covenant if rent behind lessor to re-enter.

Covenant to repair.

To pay herriot.

That lessee shall not sell or assign his interest, &c. other than to his wife or son without licence.

To pay chief rent, and other rents and services.

Lessee to cut house-boot, hay-boot, &c.

Proviso not to cut oak in Sale.

That lessee's son shall not assign his interest to any but his wife without licence.

the

Leases.

the said *W. W.* his executors, administrators and assigns, that the said *W. W.* his executors, administrators and assigns, during all the said term, shall and may peaceably and quietly have, hold, occupy, possess and enjoy, &c. (*Add the covenant for quiet enjoyment.*)

A Lease to enable one to bring an Ejectment.

THIS Indenture, made, &c. Between *T. H.* of — of the one part, and *J. A.* of — of the other part, *Witnesseth*, that the said *T. H.* for divers good causes and considerations him hereunto moving, *Hath* demised, let, and to farm let, and by these presents *Doth* demise, &c. unto the said *J. P.* All that, &c. *To have and to hold* the said — with their and every of their appurtenances, unto the said *J. P.* from the — day of — now last past, for and during, and unto the full end and term of five years from thence next ensuing, and fully to be compleat and ended; *Yielding and Paying* therefore yearly and every year, during the said term, unto the said term, unto the said *T. H.* his executors, administrators and assigns, one pepper-corn, (if the same shall be lawfully demanded) on the feast, &c. *To the Intent* and purpose, that the said *J. P.* may be and become forthwith the tenant of the said — in order that an ejectment may be brought by him as plaintiff, for the recovery of the possession thereof, for the said *T. H.* against *J. D.* as the casual ejector. *In Witness,* &c.

From a Tenant by the Curtesy, to Trustees for 80 Years, if he lives so long, to prevent a Merger, on his purchasing the Inheritance.

THIS Indenture, made, &c. Between *T. R.* of — of the one part, and *T. J.* of — and *E. R.* of — of the other part, *Witnesseth*, that the said *T. R.* for and in consideration of the sum of 5 s. of, &c. to him the said *T. R.* in hand paid by the said *T. J.* and *E. R.* or one of them, at, &c. the receipt, &c. *He* the said *T. R.* *Hath* granted, demised, leased, and to farm letten, and by these presents *Doth* grant, &c. unto the said *T. J.* and *E. R.* All that, &c. which at any time heretofore were the inheritance of *M.* the late wife of the said *T. R.* and wherein the said *T. R.* hath any estate for his life, by the curtesy of *England*, or otherwise; *To have and to hold* the said messuage, lands, tenements, and all and singular, other the premises hereby granted and intended so to be, with their and every their appurtenances, unto the said *T. J.* and *E. R.* their executors, administrators and assigns, from the — day of — last past, before the date hereof, for and during, and unto the full end and term of 80 years, if the said *T. R.* shall so long live; *Upon special Trust* and con-

and the estate hereby granted, shall attend and wait upon the freehold and inheritance of the same premises, the said *T. J.* intending shortly to purchase the inheritance of the same premises, and to have the same conveyed to him and his heirs. *In Witness, &c.*

A Lease by way of Articles, whereby Tenant covenants to pay the Fine and Rent beforehand, and whereby Premises let for a Year certain, and afterwards for such further Term as mutually agreed on, &c.

Articles of Agreement indented, &c. Between R. W. of the one Part, and A. B. of the other Part, in Manner as follows, viz.

WHEREAS the said *A. B.* hath agreed to accept and take a lease from the said *R. W.* of the messuage or tenement hereafter leased, at the yearly rent of 20 *l.* and, as a security for payment thereof, hath agreed to pay every quarter's rent for the same, (being 5 *l.* a quarter) on or before every quarter-day, during the continuance of the said lease, in manner as herein after mentioned: *Now these Presents witness,* that in consideration of the sum of 5 *l.* of lawful money, and for the first quarter's rent of the said messuage, and which for the quarter ending at *Michaelmas-day* next, to him the said *R. W.* now in and paid by the said *A. B.* at or before the executing hereof, the receipt whereof is by him the said *R. W.* hereby acknowledged; and also in consideration of the said *A. B.* his executors, administrators or assigns, paying the said rent by quarterly payments beforehand, and in consideration of the covenants herein after contained on his and their part to be performed, he the said *R. W.* Hath, and by these presents doth demise, lease, set, and to farm let unto the said *A. B.* All that messuage or tenement, with its appurtenances, situate, &c. as the same was late in the occupation of *F. M.* widow, and now in the occupation of *F. B.* carpenter; *To have and to hold* the said messuage with its appurtenances, unto the said *A. B.* his executors, administrators and assigns from *Midsummer-day* now next ensuing the date hereof, for and during the full term of one year certain, and from thence for and during such further term or terms therein as shall be mutually agreed on between the said parties to these presents: *Nevertheless* after the end of the first year, this present lease shall end and determine, on either of the said parties giving a quarter's notice in writing unto the other of them, for such determination of the same, and fully to be compleat and ended; *Tieding and Paying* therefore unto the said *R. W.* for the first year of the said term, the rent or sum of 15 *l.* of lawful money, in manner as follows, *viz.* 5 *l.* part thereof, on *Michaelmas-day* now next, and the other part thereof, on *Christmas-day* then next, and 5 *l.* on *Lady-day* then next following, and which will be in the year of our Lord—

And

And Yielding and Paying unto the said *R. W.* his executors, administrators and assigns, for and during all such further term or terms as shall be mutually agreed to be taken of the premises as aforesaid, at and after the rate of 20 *l.* per ann. the same ought to be paid quarterly beforehand, on the several quarter-days aforesaid, during the continuance of such further term; the first of which quarterly payments to begin and be made on *Midsummer-day* ——— and rendering and paying, for the last quarter of such further term, the rent of one pepper-corn only (if demanded.) *Item*, the said *A. B.* doth, &c. (*Covenant to pay rent, and to repair, see. Tit. Covenants.*) *And further*, that it shall and may be lawful to and for the said *R. W.* his executors, administrators and assigns, and all other persons having a legal right thereto, with workmen or others, or without, twice or oftener yearly, during the continuance of this demise, at seasonable times in the day-time to enter and come into and upon the said leased premises, to view, search, and see the defects and wants of reparation in and about the same, and of all such defects and wants of reparation as shall be there found, to give or leave notice or warning in writing, in or at the said demised premises for the amending thereof: *And* that he the said *A. B.* his, &c. shall and will, from time to time, and at all times, during the continuance of this demise, within the space of three months next after every such notice or warning, well and sufficiently repair, pave, amend and make good all such defects and wants of reparation, whereof such notice or warning shall be so given or left as aforesaid: *And* that, in default thereof, it shall and may be lawful to and for the said *R. W.* his executors, administrators and assigns, to order and employ such workmen as he or they shall think fit to make and do the same amendments and repairs; and that he the said *A. B.* his executors, administrators or assigns, shall and will, upon demand, repay unto the said *R. W.* his executors, administrators and assigns, all and every such sum or sums of money as he or they shall have expended and paid for or about the same. *Item*, the said *R. W.* for himself, &c. (*Lessor's covenant for quiet enjoyment, &c.*) In Witness, &c.

A Lease for Twenty-one Years from a Man and his Wife, of the Wife's settled Estate for her Life, &c.

THIS Indenture, made the ——— day of, &c. Between *A. B.* of, &c. and *E.* his wife, heretofore *E. B.* widow and relict of *J. B.* of, &c. deceased, of the one part, and *C. D.* of, &c. of the other part, *Witnesseth*, that for and in consideration of the rents, covenants and agreements herein after reserved and contained, which on the part and behalf of the said *C. D.* his executors, administrators or assigns, ought to be paid and performed, *She* the said *E. B.* by virtue and in pursuance of a power given and reserved to her in and by one indenture of settlement, bearing date on or about the ——— day of ——— 1739, and all other powers herin that behalf enabling, and with the privity and consent of the said *A. B.* testifying by his sign

ing and sealing these presents, *Hath* demised, leased and gramed, and by these presents *Doth* demise, lease and grant, and the said *A. B.* as far as he can or lawfully may, *Doth* demise, lease, ratify and confirm, unto the said *C. D.* his executors, administrators and assigns, *All* that capital messuage, &c. *To have and to hold* the said capital messuage, &c. hereby demised, granted and confirmed, or mentioned or intended so to be, with their and every of their appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the feast day of *St. John the Baptist* last past, before the date hereof, for and during and unto the full end and term of twenty-one years, from thence next ensuing and fully to be compleat and ended, or for such less term than twenty-one years, as he the said *C. D.* his executors or administrators, shall think proper, pursuant to the proviso or agreement herein after mentioned and contained, *Yielding and paying* therefore yearly and every year, during the said term hereby demised and granted unto the said *A. B.* and *E. B.* his wife, or such person or persons as shall be intitled to the freehold or inheritance of the premises for the time being, the yearly sum of ——— *l.* of lawful money of *Great Britain*, at or on the two usual feasts or days of payment, (that is to say) the feast of *St. John the Baptist*, and the feast of our *Lord Christ*, in every year, by even and equal portions; *And* the said *C. D.* for himself, his heirs, executors and administrators, doth hereby covenant and grant to and with the said *A. B.* and *E. B.* her heirs and assigns, that the said *C. D.* his executors, administrators and assigns, or some or one of them, shall and will well and truly pay or cause to be paid the said yearly rent of ——— *l.* at the times and in manner herein before mentioned and appointed for payment thereof; *And also* shall and will from time to time, and at all times hereafter during the said term hereby demised, well and sufficiently repair, uphold, support, maintain, sustain, amend, save, purge, scower, cleanse, empty and keep the said capital messuage or mansion house, and all other the premises hereby demised, with their and every of their appurtenances, and all the glass windows, pavements, privies, sinks, gutters and wydraughts to the same belonging, in by and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, and as often need or occasion shall be and require during the said term, (casualties by fire, wind, storms and tempests excepted); the said *C. D.* his executors, administrators or assigns, being allowed rough timber and sufficient rafters for the reparations thereof, to be assigned for the use of the said *C. D.* his executors, administrators or assigns, within three months after he or they shall demand or have occasion for the same: *And* the said capital messuage or mansion-house, lands, hereditaments and premises, with the appurtenances thereto belonging, so being in and by all ways well and sufficiently repaired, upheld, supported, sustained, mended, paved, purged, scowered, cleansed, emptied, maintained and mended, at the end and expiration of the said term of twenty-one years, or other sooner determination of this present lease or demise, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up unto the said *E. B.* or such person or persons as shall be intitled to the same for the time being, his, her or their heirs or assigns, together with all the goods, furniture, doors, locks, keys, chests, bars, shelves, partitions, chimney pieces and other things now therein.

therein, and which are more particularly mentioned in a schedule hereunto annexed, in as good case and condition as the same now are or may be (the reasonable use and wearing thereof, accidents and casualties by fire in the mean time, only excepted.) *And further*, that it shall and may be lawful to and for the said *E. B.* or her assigns, or such person or persons as shall be intitled to the said capital messuage or mansion-house, lands, hereditaments and premises for the time being, with workmen or others, in his, her, or their company, or without, twice or oftener in every year, yearly, during the said term, at convenient times in the day-time to enter and come into and upon the said demised premises, or any part thereof, there to view, search and see the state and condition of the reparations thereof; and of all such defects, decays and wants of reparations upon every such view to be found, to give or leave notice or warning in writing at the said demised premises, to and for the said *C. D.* his executors, administrators and assigns, to repair and amend the same within the term or space of three months next following, within which said term or space of three months, he the said *C. D.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *E. B.* or such person or persons as shall be intitled to the said capital messuage or mansion-house, lands and premises for the time being, well and sufficiently to repair and amend all and every such decays and want of reparation (except as before is excepted); and the said *C. D.* his executors, administrators or assigns, having rough timber first assigned to him for that purpose. *Provided always*, that if it shall happen the said yearly rent of ——— *l.* or any part thereof, be behind or unpaid, in part or in all, by the space of twenty-eight days next over or after any of the feasts or days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the said *A. B.* and *E. B.* his wife, or the person or persons who shall be intitled to the said capital messuage or mansion house, lands and premises, in remainder or reversion, for the time being, his, her and their heirs or assigns, or any of them, into the said demised premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his, her or their first and former estate; and the said *C. D.* his executors, administrators and assigns, and all other occupiers thereof, thereout and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained to the contrary in any wise notwithstanding. *And* the said *A. B.* for himself, his heirs, executors, and administrators, and for the said *E.* his wife, doth hereby covenant, promise and agree to and with the said *C. D.* his executors, administrators and assigns, that they the said *A. B.* and *E.* his wife, or one of them, or the person intitled to the freehold or inheritance of the premises for the time being, shall and will, yearly and every year during the said term hereby demised, well and truly pay or cause to be paid: (*Lessor covenants to pay all taxes except, &c. and indemnify lessee therefrom*). *And further*, that he the said *C. D.* his executors, administrators or assigns, paying the said yearly rent of ——— *l.* in manner and form aforesaid, and observing, performing, fulfilling and keeping all and singular the covenants, grants, clauses, articles, provisos, conditions and agreements, which on his and their parts and behalfs ought to be

be paid, observed, performed, fulfilled and kept, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said capital messuage or mansion-house, and all and singular other the premises, with their and every of their appurtenances, above by these presents demised and granted, or intended so to be, for and during all the said term of twenty-one years hereby demised (determinable as herein after is mentioned) without the lawful let, suit, trouble, molestation or interruption, of, from, or by the said *A. B.* and *C.* his wife, or either of them, or of, from or by any other person or persons whatsoever: *Provided also*, and it is hereby further declared and agreed, that in case the said *C. D.* his executors, administrators or assigns, shall be minded or desirous to leave and depart from the said capital messuage or mansion-house and premises before mentioned to be demised, at the end or expiration of the first seven years, eleven years, fourteen years, or eighteen years of the said term of twenty-one years, to be computed from the commencement of this present lease or demise, and of such his or their mind or intention shall give or leave notice in writing to or for the aforesaid *A. B.* and *E. B.* or one of them, or the person who shall then be intitled to the said capital messuage or mansion house and premises, or shall receive the last half year's rent or other rent then due, six months before the end of the said several terms of seven years, eleven years, fourteen years, or eighteen years, and shall pay all such rent and arrears of rent as shall be then due by virtue of these presents, and leave the premises in repair, according to the true intent and meaning of these presents, then, at the end or expiration of the said seven years, eleven years, fourteen years, or eighteen years, to be computed as aforesaid, this present lease, and every thing therein contained, shall cease, determine, and be absolutely void, any thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

Of a House from the Parson and Churchwardens of a Parish, with the Assent and Consent of the Parishioners, in Consideration of surrendering a former Lease, and of rebuilding the House, &c.

THIS Indenture, made, &c. Between *W. B.* doctor in divinity, parson of the parish-church of — in *L.* and *M. B.* citizen and clothworker of *L.* and *J. H.* citizen and spectacle-maker of *L.* churchwardens of the said parish-church, of the one part, and *E. E.* of — of the other part, *Witnesseth*, that the said parson and churchwardens, by and with the assent, consent and agreement, of the major part of the most ancient and discreet parishioners of the said parish, as well for and in consideration, &c. (*of surrendering a former lease*) and for and in consideration of the sum of, &c. to them in hand paid, at, &c. by the said *E. E.* to and for the use and behoof of the parishioners of the said parish, to be disposed of at their discretions; and for and in consideration of, &c. (*Building*) as also for and in consideration of the yearly rent of, &c. and the covenants and agreements herein after mentioned to be paid, done and performed; *Have demised*, &c. *All, &c. To have and to hold*, &c. *Yielding and paying* therefore yearly, &c. unto the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being; *To and for the Use* and behoof of the parishioners of the said parish for the time being, the rent or sum of, &c. at, &c. (*Covenants added*), *And, &c. covenant, &c.* and agree to and with every of them by these presents, in manner, &c. shall and will well and truly pay or cause to be paid unto the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, to and for the use of the parishioners of the said parish for the time being, the yearly rent or sum of, &c. at the days and times, and manner and form aforesaid, during the said term hereby demised; *And &c.* to and for the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, or any of them, or any of the parishioners of the said parish of — with workmen or without, twice, &c. to enter, &c. and see whether the premises be well and sufficiently repaired, made, amended and kept as the same ought to be, or not, and of all such defaults, defects, or wants of reparations, so then and there from time to time, by them or any of them found, to give or leave notice or warning in writing at the said leased premises, to or for the said *E. E.* his executors, administrators or assigns, to repair and amend the same defaults, defects and wants of reparations, within the time or space of three months, then

Covenant to
pay the rent.

Lessor may
view the pre-
misses.

next

next following: within the time and space of which said three months, he the said E. E. for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, well and sufficiently to repair and amend the same accordingly; And moreover, that he the said E. E. his, &c. or some or one of them, shall and will, from time to time, and at all times, during this present lease, at his and their own proper cost and charges, bear, pay and discharge all such taxes, duties, payments, assessments and impositions whatsoever, either ordinary or extraordinary, or whether civil or military, which shall or may be assessed, taxed or imposed upon him the said E. E. his executors, administrators or assigns, or upon the said demised premises, or the said parson and churchwardens, or their successors, parson and churchwardens of the said parish-church for the time being, as landlord or landlords of the premises; and also all parish duties, payments to the poor, watch and ward, scavenger's wages, and other payments to grow due, to be paid for or in respect of the premises, during this present lease; and of and from all and every the taxes, assessments, payments, duties and impositions aforesaid to grow due, to be paid for or in respect of the premises, and of and from all actions, suits, troubles, costs, charges, damages and demands whatsoever, touching or concerning the same, shall and will clearly acquit and discharge the said demised premises, and also the said parson and churchwardens, and their successors and assigns, from time to time, and at all times, during this present lease: *Provided, &c.* — lawfully demanded; or if the repairs of the said demised premises shall not be made and done from time to time, during the said term, within the term of three months next after warning, to be given or left in writing as aforesaid, (according to the covenant aforesaid of the said E. E. in that behalf); that then and from thenceforth, in either of the said cases, it shall and may be lawful to and for the said parson and churchwardens of the said parish-church for the time being, into the said, &c. to re-enter, &c. And the said E. E. for himself, his, &c. doth further covenant, promise and grant to and with the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, and to and with every of them by these presents, in manner and form following; (that is to say) that he the said E. E. his executors, administrators or assigns, shall and will at their own proper costs and charges, within twelve months next ensuing the date of these presents, take down the messuage or tenement afore hereby demised, and in the place and stead thereof, within the time afore mentioned, erect and new build one substantial house of good materials; and also that he the said E. E. his executors, administrators or assigns, shall and will, from time to time, and at all times hereafter, from the day of the date hereof, and during the said term hereby granted, well and sufficiently save, defend and keep harmless, the said parson and churchwardens of the said parish, and their successors, parson and churchwardens of the said parish-church for the time being, and every of them, of and from all indictments concerning irregular buildings, encroachments, jetties and purprestures of the messuage or tenement afore demised, and of the messuage or tenement to be erected instead thereof,

Lessee to pay taxes.

In default of paying rent, or of repairing, the lessors may re-enter.

That the lessee will rebuild the house, and indemnify the lessors from incroachments or irregularity of the building.

thereof, and of and from all trouble, costs, charges, executions and damages whatsoever concerning the same, or any of them, in any manner or wise.

The Assent of some of the Parishioners indorsed.

We, whose names are hereunder written, parishioners of the parish of *St. B.* within mentioned, do hereby consent and agree to the within written lease: witness our hands the day and year first within written.

Lease from an Administrator and Guardian of an Infant.

THIS Indenture, &c. *Between* J. T. of, &c. esq; administrator of the goods and chattels of his late brother Sir E. T. late of, &c. bart. deceased, during the minority of Sir E. T. bart. (son and heir of the said Sir E. T. deceased, and which, said J. T. is guardian of the said Sir E. T. the son) and also the same Sir E. T. of the one part, and R. R. of, &c. of the other part. *Whereas* by certain articles, &c. (recital of articles for building): *And Whereas* the said house, with its appurtenances, so covenanted to be built and finished, on the behalf and at the charge of the said Sir E. T. deceased, his executors or administrators, has been by him and them so well built and finished accordingly, but the same was not so done until *Christmas-day* now last past: *And Whereas* there having been actually laid out and expended by the said Sir E. T. in his life-time, and by his administrator since his death, in the building and finishing the said house, with its appurtenances, the sum of 40*l.* over and above the said sum of 120*l.* by the said articles so covenanted to be by him and them laid out in building and finishing the same as aforesaid; he the said R. R. party hereto, in consideration thereof, (and instead and in lieu of the said yearly rent of 6*l.* to be by him paid, according to the said articles for the said house and premises) hath agreed to pay, in augmentation of the same rent, the further yearly sum of 40*s.* compleat and make up the yearly rent 8*l.* for the said house, with its appurtenances hereby leased, payable in such manner as herein after is mentioned and reserved: *Now this Indenture witnesseth*, that in pursuance and performance of the covenant in the said recited articles contained on the part and behalf of the said Sir E. T. deceased, his heirs, executors and administrators, for the granting of a lease of the said new built-house with its appurtenances, unto the said R. R. his executors, administrators and assigns, and also in consideration of the yearly rent and covenants hereip after reserved and contained, on his and their part and behalf to be paid and performed, he the said J. T. (as administrator of the said Sir E. T. deceased, and also as guardian of his

his son Sir E. T. party hereto, and for and on his behalf, and by and with his privy, consent and approbation, testified by his executing hereof) *Haib* demised, leased and to farm letten, and by these presents be the said J. T. (by and with the consent, privy and approbation of the before named A. R. testified by her being a witness to the executing of these presents) *Doth* demise, &c. unto the said R. R. party hereto, his executors, administrators and assigns, *All* that the said new built house, messuage or tenement, &c.

Lease from Mother and Son to a Lessee, with two Reddendums, the one to the Mother for Life, and the other to the Son and his Heirs after her Death.

THIS Indenture, &c. Between S. M. of &c. widow, and J. M. of the parish of, &c. gent. of the one part, and C. H. of, &c. esq; of the other part, *Witnesseth*, that the said S. M. and J. M. in consideration of the rents and covenants herein after reserved and contained on the part and behalf of the said C. H. his executors or administrators, to be paid and performed, *Have* demised, granted and to farm letten, and by these presents *Do* demise, &c. unto the said C. H. his executors and administrators, *All* that, &c. *To have and to hold* the said messuage, unto the said C. H. his executors, &c. from, &c. for &c. *Yielding and Paying* therefore unto the said S. M. and her assigns, yearly and every year, during so much of the said term as she shall happen to live, the yearly rent or sum of 23 l. of lawful, &c. on the two most usual feast-days or days of payment in the year, that is to say, the Annunciation of the Blessed Virgin Mary, and the feast of St. Michael the Archangel, by even and equal portions; *And yielding and paying* unto the said J. M. his heirs and assigns, from and after the death of the said S. M. for and during so much of the said term of twenty one years as shall be then to come and unexpired, the afore said yearly rent of 23 l. at the same two usual feast-days and days of payment, and by even and equal portions. (*Covenants, &c.*)

Demise from the Mother and her second Husband to her Son by the first Husband for 99 Years, of an Estate wherein the Mother was Tenant for Life.

THIS Indenture, made, &c. Between A. B. of, &c. and F. his wife, (which said F. was the late wife of W. W. late of, &c. deceased, who was the eldest son of W. W. late of, &c. also deceased, and which said F. was the only daughter of T. M. late of, &c. clerk, likewise

Recitals, viz.
the husband's father's deed to stand seised of a messuage, &c.

The like deed from the wife's father of another messuage and lands, &c.

likewise deceased) of the one part, and *T. W.* of, &c. (the only son and heir of the said *W. W.* the son, and the said *F.* his wife,) of the other part. *Whereas* by indenture bearing date, &c. and made between the said *W. W.* the father, of the one part, and the said *W. W.* the son, of the other part, the said *W. W.* the father (for the considerations therein mentioned) did for himself and his heirs covenant with the said *W. W.* the son and his heirs, that he the said *W. W.* the father and his heirs, and all other persons whatsoever, who then or hereafter should be entitled to a messuage, &c. situate, &c. therein and herein after mentioned, should from thenceforth stand and be seised of the said messuages, lands and premisses, to the following uses, viz. To the use of the father & ux' for life, remainder to the son and *F.* his wife for their respective lives, with remainder to their heirs begotten or to be begotten, remainder to the right heirs of the father: *And whereas* by one other indenture, dated, &c. 1702, and made between the said *T. M.* and *W. W.* the son and *F.* his wife, as above, &c. of another messuage, &c. as by the said several in part recited indentures, &c. *And whereas* the said *W. W.* the father, *A.* his wife, *T. M.* and *W. W.* the son, being all dead, she the said *F. B.* (late *W.*) by virtue of the before recited indenture, is now entitled to an estate for life of and in the said premisses, and he the said *T. W.* party hereto, (being the only son and heir of the said *W. W.* the son by the said *F.* his wife) will after the death of the said *F.* by virtue of the said several recited indentures, become seised of the said messuages, or tenements and premisses, to him and his heirs: *And whereas* the said *T. W.* being now of age, they the said *A. B.* and *F.* his wife, to the intent the better to enable him to support himself, and for the better preferment and advancement of him the said *T. W.* in the world, have agreed, that she the said *F.* shall relinquish her estate for life of and in the said premisses, and that the said messuages, lands and premisses, shall be by them demised to the said *T. S.* in such manner as herein after mentioned: *Now this Indenture witnesseth*, that they the said *A. B.* and *F.* his wife, in pursuance and performance of the said agreement, and to the intent aforesaid, and for and in consideration of the natural love and affection which she the said *F.* hath for and beareth to the said *T. W.* her son, and also for and in consideration of the sum of 5 s. of, &c. to them the said *A. B.* and *F.* his wife in hand paid by the said *T. W.* at or before, &c. the receipt whereof is by them hereby respectively acknowledged, and for divers other good causes and valuable considerations them thereunto especially moving, they the said *A. B.* and *F.* *Have*, and each of them *Hath*, and by these presents *Do*, and each of them *Doth* freely, clearly and absolutely grant, bargain, sell, demise, assign and surrender unto the said *T. W.* All that the before mentioned messuage, &c. (*The premisses as comprised in the first recited indenture*) and also all that other messuage, &c. (*The premisses as comprised in the second recited indenture*) together with all out-houses, &c. (*general words*) *habendum* the said premisses *cum pertinentiis* to the said *T. W.* his executors, &c. from *Midsummer* last, for and during and unto the full end and term of 99 years from thence next ensuing, if she the said *F. B.* shall so long live, and fully to be completed and ended (*sans waste*) at the rent of a pepper-corn, &c. In Witness

A Demise from the Husband to two Trustees, whereby the Husband, in Consideration of his Wife's having joined with him in levying a Fine, grants a Messuage and Lands, in Trust that his Wife may have the Rents thereof during her Life.

THIS Indenture, made, &c. Between J. A. of, &c. and S. his wife, of the one part, and H. S. of, &c. esq; and E. St. J. &c. of the other part Whereas W. B. a commoner of Baliol college, Oxon, by his last will and testament in writing, duly executed, bearing date, &c. (amongst other things) did thereby give and devise to his loving wife S. the wife of J. A. being the said S. A. party hereto, All that his testator's messuage, &c. To hold to his said sister S. A. for and during the term of her natural life; and from and immediately after her decease, he the said testator gave and devised the same unto his niece J. A. (the daughter of his said sister S.) and her heirs and assigns forever; as in and by the said in part recited will, proved by R. B. gent. the testator's brother) sole executor thereof, in the proper ecclesiastical court, relation, &c. And whereas by indentures of lease and release, the lease bearing date the day next before, and the release bearing even date herewith, and both executed immediately before these presents, the said lease and release being tripartite, and made or mentioned to be made between the said J. A. (by such other addition as therein mentioned) and S. his wife, of the first part, W. C. of, &c. yeoman, of the second part, and the said R. B. (by the name of, &c. gent.) of the third part, (reciting therein is recited) and for the several considerations therein mentioned and expressed, and by virtue of a fine sur cognisance, &c. therein covenanted and agreed to be levied (the several messuages, &c. are by them the said J. A. and S. his wife and W. C. granted, released and conveyed by way of mortgage) unto and to the use of the said R. B. his heirs and assigns for ever; subject nevertheless to a proviso in the said indenture of release contained for redemption of the said mortgaged premises on payment by the said J. A. his heirs, executors or assigns, unto the said R. B. his executors, administrators or assigns, of the principal sum of 1400*l.* and interest, in such manner as therein is mentioned and expressed; as in and by the said in part recited indentures of lease and release (relation being to them respectively had) more fully and at large may appear: And whereas previous to and before the executing of the said indentures of lease and release, and in consideration that the said wife of the said J. A. hath thereby, and by the said fine so covenanted to be levied as aforesaid, absolutely released and barred herself of all right and title of dower of, in and to the said mortgaged hereditaments and premises, he the said J. A. proposed and agreed to demise the said messuage, &c. by the recited will so devised to the said S. his wife

wife for her life as aforesaid, unto them the said *H. and E. St. J.* in trust to permit the said *S.* his wife to receive the rents, issues and profits thereof during her life, for her sole and separate use, benefit and disposal, exclusive of him the said *J. A.* in such manner as herein after is for that purpose mentioned and expressed: *Now this Indenture witnesseth* that the said *J. A.* in pursuance and performance of the said recited agreement, and in consideration of her the said *S.* his wife having joined in the said fine, and barred herself of such right and title of dower in and to the said mortgaged premises as aforesaid, and also in consideration of the sum of 5*s.* of lawful money to him in hand paid by the said *H. S.* and *E. St. J.* at, &c. the executing hereof, the receipt whereof is by him hereby acknowledged, *Hath* demised, granted, leased and to farm letten, and by these presents *Doth* demise, &c. unto the said *H. S.* and *E. St. J.* their executors, administrators and assigns, *All* that the herein before mentioned messuage, &c. which in and by the said recited will were by him the said *W. B.* given and devised to the said *S. A.* during her life as aforesaid, and as the same premises are now in the occupation of the said *T. B.* or his undertenants, together with all and singular out-houses, &c. *To have and to hold*—the said messuage, &c. herein before mentioned and intended to be hereby demised, with their appurtenances, unto the said *H. S.* and *E. St. J.* their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full term of 99 years from thence next ensuing, if she the said *S. A.* shall so long live, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, during the continuance of the said term, unto the said *J. A.* the rent of one pepper corn only on *Michaelmas-Day* yearly, if the same shall be lawfully demanded; *Nevertheless* to, for and upon the trust, intents and purposes herein after mentioned, expressed and declared of and concerning the same, that is to say, *Upon this special Trust*, that they the said trustees, the said *H. S.* and *E. St. J.* or the survivor of them, his executors, administrators or assigns, shall and do either pay to, or else permit and suffer the said *S. A.* or her assigns (the same to be at her election) to receive all the clear yearly rents, issues and profits of the said hereby demised messuage, &c. the same to go and be to and for the sole, separate, personal and peculiar use, benefit and disposal of her the said *S. A.* and her assigns, during her life, and not to be paid to the said *J. A.* her husband, or as he shall appoint, but to be paid to the proper hands of her the said *S.* or to such person or persons as she (by any note or writing to be by her signed with her name of her own proper hand-writing, notwithstanding her present coverture, and as if she were a feme sole) shall from time to time direct or appoint, and that the same, or any part thereof, shall not from henceforth in any wise be subject or liable to the disposal, intermeddling, controul, engagements, debts or incumbrances of him the said *J. A.* her husband, and that the receipts of her the said *S. A.* signed by her proper hand (notwithstanding her present coverture) or of such person or persons so by her appointed to receive the same as aforesaid, shall from time to time, and at all times, be good and sufficient discharges, as well to the said trustees, their executors and assigns, as also to all and every the tenants of the said premises who are or shall be liable to pay the same, or any part thereof, for so much as shall be by her or them thereby acknowledged.

ledged to be so received from them or any of them. *Provided always*, that from and immediately after the death of the said *S. A.* (all arrears of rent at her death having been to her or her assigns paid off and discharged) then the said term of 99 years shall cease, determine and be utterly void; any thing to the contrary thereof notwithstanding. *In Witness, &c.*

Lease from the Master, Brothers and Sisters of the Hospital of St. Katherine near the Tower.

— *Between W. F. esq;* master of the hospital or free chapel of St. Katherine near the Tower of London, and the brothers and sisters of the said hospital, of the one part, and *M. P. of, &c.* of the other part, *Witnesseth*, that the said master, brothers and sisters, *As well* for and in consideration of the surrender of a former lease, of the premises herein after leased, bearing date on or about the 22d day of, *&c.* *As also* for and in consideration of the sum, *&c.* to them the said master, brothers and sisters, in hand, *&c.* *As likewise* for and in consideration of the advancement of the rent and covenants herein after mentioned and expressed, and also for divers, *&c.* moving with one assent, free will and consent, *Have leased, &c.* and by these presents for them and their successors, *Do lease, &c.* *To have, &c.* *Yielding and paying* therefore yearly, *&c.* to the said master, brothers and sisters, their successors and assigns, or to their receiver, — *l. of, &c.* at, *&c.*

Considerations.

1. Surrender of old lease.
2. Money paid.
3. Rent, &c.

Lease of a House in London from two Persons, to one for 21 Years, determinable at the End of the first 10 or 14 Years.

THIS Indenture, &c. *Between A. and B. of, &c.* of the one part, and *C. of the other part, Witnesseth*, that *As well* for and in consideration of the sum of 50 *l.* of, *&c.* to them the said *A. and B.* one of them in hand well and truly paid by the said *C.* at or before the executing of these presents, as and for a fine for the lease hereby made of the herein after demised premises, the receipt of which said 50 *l.* the said *A. and B.* do hereby respectively acknowledge, and thereof, *&c.* *As also* in consideration that the said *C.* hath before the executing thereof surrendered unto them a former lease dated — and made from them the said *A. and B.* to the said *C.* of the said hereby leased premises for — years to be cancelled, *As likewise* in consideration of the great costs and charges which he the said *C.* hath been at and expended

Considerations (viz.)

A fine.

Surrender of a former lease to be cancelled.
Lessor's charges of

altering and
amending.
Rent and co-
venants.

Lease.
Parcels.

A liberty of
a water-
course.
The like for
a way.

Use of goods.

Exception to
see Lord
Mayor's
show, &c.

Vid. proviso
to this pur-
pose, *infra*
under *Tis.*
Proviso.

pended in and about altering, repairing and amending, of the messuage or tenement and premises herein after demised, *As also* in consideration of the rents, covenants, conditions and agreements, herein after reserved and contained on the part and behalf of the said C. his executors, administrators and assigns, to be paid, done and performed, *They*, the said A. and B. *Have*, and each of them *Hath* demised, granted, leased, and to farm letten, and by these presents *Do*, and each of them *Doth* demise, &c. unto the said C. his executors, administrators and assigns, *All* that brick messuage or tenement situate, &c. in London, commonly called or known by the name or sign of the *Black Swan*, and as the same now is in the tenure or occupation of the said C. or his assigns, *Together* with free liberty for the said C. his executors, administrators and assigns, to enjoy and continue the watercourse already made from the premises into the street there, and to amend and cleanse the same from time to time during the term hereunder granted, *And together also* with the free use, benefit, way and passage, in, by, through and from, &c. *Together* with all out-houses, edifices, buildings, sheds, yards, cellars, vaults, solars, shops, rooms, chambers, ways, passages, lights, easements, watercourses, profits, commodities and appurtenances whatsoever, to the said demised messuage or tenement and premises belonging or in any wise appertaining, or therewith used, occupied, and as the same now is in the tenure or occupation of the said C. his undertenants or assigns, *Together* with the free use and wear of all and singular the goods, furniture, utensils, and implements of household and other things belonging to the said A. and B. and which are now standing and being in, about, or belonging to the said hereby demised messuage or tenement, and the out-houses and premises thereto belonging, and which are particularly mentioned and set forth in a schedule or inventory hereunder written; except and always reserved unto the said A. and B. their executors, administrators and assigns, liberty for them and such other persons as they or either of them shall appoint, (not exceeding in number four persons) to stand in the balcony belonging to the said hereby demised messuage, and to see the shows and pastimes that shall be or appear in the streets near thereunto, upon the day commonly called Lord Mayor's day, and on such other eminent or festival days, whereon any shows or pastimes or other publick matters shall appear to be exhibited, and liberty to pass and repass to and from the said balcony for the purpose aforesaid, by and through the said hereby demised messuage or tenement, from time to time, and at all times during the said term hereunder granted; *To have and to hold* the said messuage or tenement, liberty, and all and singular other the premises herein before mentioned, and intended to be hereby demised, with their and every of their appurtenances (except as before excepted) unto the said C. his executors, administrators and assigns, from the feast day of the Annunciation of the Blessed Virgin *Mary* now last past before the date hereof, for and during and unto the full end and term of 21 years from thence next ensuing; nevertheless determinable at the end of the first 10 or 14 years thereof, in such manner as in the last proviso herein after contained is for that purpose mentioned and expressed, and fully to be compleat and ended. (*And the usual Covenants as in the precedents before.*)

In the Covenant for delivering up the Premises at the End of a Term, where the Use of Goods is let, this may be added.

— Together with all and singular the goods, utensils and things mentioned and expressed in the schedule or inventory to these presents annexed, in as good case and condition as the same now are (reasonable use and wearing thereof in the mean time, and casualty of fire as aforesaid, only excepted) together also with all other glass and glass windows, casements, doors, locks and keys, bolts, bars, shelves, wainscot partitions and other things, which now are or at any time hereafter during this demise shall be fitted, fixed, fastened or united to the said leased premises, or any part thereof, and not removeable by the custom of the city of London, and that without doing, making or committing any waste, spoil or defacing in or about the same or any part thereof.

Or this.

— Together with all such wainscot partitions, hearths, mantelpieces, chimney-pieces, flabs, sash windows, casements, shutters, doors, bolts, as are now belonging and fixed to the freehold of the said hereby demised premises, and the property of the said A. and that in good plight and condition as the same now are (reasonable use and wear thereof in the mean time only excepted).

Lease of a Piece of Ground in London, and Houses thereon built, with special Covenants.

THIS Indenture, &c. Between the most noble J. duke and earl of B. marquis or T. lord R. baron R. of T. and baron H. of the one part, and A. C. of the parish of, &c. of the other part, witnesseth, that as well for and in consideration of the great expence and charges he the said A. C. will hereafter be at in the repairs of the premises herein after demised, as of the rents, covenants, conditions and covenants herein after made and contained on the part and behalf of said A. C. his executors, administrators and assigns, *All that piece* of ground situate, &c. together with two tenements thereon erected,

Consideration.
Expences of
the tenant in
repairs.

erected, now or late in the tenure of, &c. abutting East on a tenement in the occupation of, &c. and West on a tenement in the occupation of, &c. and contains in front towards the North on the said street, 32 feet and 6 inches of assize or thereabouts, and in depth from North to South on the East side 37 feet of assize or thereabouts, but on the West side 34 feet and 6 inches of assize or thereabouts, and consists of such other and more particular dimensions and descriptions as are most exactly delineated and described in a plan or ground plot of the premises in the margin hereof, together with all rooms, chambers, closets, cellars, solars, areas, lights, ways, passages, easements, profits, commodities and appurtenances whatsoever, to the said two tenements belonging or in any wise appertaining, *Except nevertheless*, and always reserved out of this present grant and demise, the free passage and running of water and soil coming off and from the other houses and tenements of his grace the duke of B. and his other tenants in the said parish of S. G. in by and through the channels and drains belonging to the said demised premises, as hath been formerly used, such other tenant or tenants upon reasonable request paying his or their share and proportion of the charges of cleansing and repairing the same as often as need shall require; *To have and to hold* the said piece or parcel of ground, with the two messuages or tenements thereon erected, and every parcel thereof, with all and singular the premises hereby demised, with the appurtenances from the feast of, &c. which will be in the year of our Lord — for and during, &c. *Yielding and paying* therefore yearly and every year after the commencement of and during the term hereby granted, unto the said duke or his heirs, at or in the Steward's office, situate in B. house on the North side of B. square, the yearly rent or sum of eleven pounds of, &c. at, &c. (*usual feasts*) except the last quarter of a year's rent; the first payment, &c. and the rent which will become due for the last quarter of a year of the term hereby granted, it is hereby agreed the same shall be paid at or upon the feast of — which will be in the year of our Lord — *And* the said A. C. doth, for himself, his executors, administrators and assigns, covenant and promise to and with the said duke, his heirs and assigns, and to and with every of them, by these presents, in manner and form following, that is to say, that he the said A. C. his executors, administrators or assigns, shall and will, within twelve months after the commencement of the term hereby granted, lay out and expend the full sum of 135 *l.* of his or their own proper money in the necessary repairs of the premises hereby demised, according to an estimate thereof delivered to the said A. C. and make the same appear by workmen's bills under their hands; and if the said sum is not laid out within one year as aforesaid, then that such a part thereof as is not laid out shall be paid to the said duke, his heirs or assigns; or if the repairs, when done according to the said estimate, shall not amount to the said sum of 135 *l.* that then such a part thereof as shall not be expended shall be likewise paid to the said duke, his heirs or assigns. *Also*, that he the said A. C. his, &c. shall and will, after the commencement and during the term hereby granted, well, &c. unto, &c. the said yearly rent or sum of 11 *l.* at the times and place and in manner and proportions herein before limited for payment thereof. *And likewise* that he the said A. C. his executors, administrators or assigns shall and will at all times, after the commencement and during the term

Lessee covenants to lay out 135 *l.* in repairs.

To pay the rent.

continuance of the term hereby granted, bear, pay and discharge all rates, taxes, duties and assessments of what nature or kind soever, imposed or charged, or which shall be imposed or charged on the said demised premises, or any part thereof, or upon the landlord for the time being, on account thereof, or of the said rent reserved for the same, it being the true intent and meaning of these presents, and of the parties hereto, that the said duke, his heirs or assigns, shall have and receive the said yearly rent or sum of 11*l.* free and clear of and from all manner of deductions or abatements of what kind soever. *And further also* that he the said *A. C.* his executors, administrators and assigns, shall and will, at all times after the commencement and during the term hereby granted, when and as often as need shall require, well and sufficiently repair, uphold, support, maintain, amend, pave, scour, cleanse, empty and keep the said demised premises, and all the brick walls and fences of and belonging to the same, and the pavements in the street before all the front of the said premises, and all other the walls, posts, pales, rails, grates, privies, sinks, sewers, wydraughts, drains and houses of office, belonging, or which shall belong to the said demised premises, in, by, and with all manner of needful and necessary reparations, cleansing and amendments whatsoever; *And also* shall and, during the said term, as often as need shall require, bear, pay and allow a reasonable share and proportion for or towards the making, supporting, repairing and amending of all party-walls, party-gutters and drains, belonging or which shall belong to the said demised premises, or any part thereof, in, by, and with all manner of needful and necessary reparations. *And* the said demised premises, and every part thereof, with the appurtenances, so being in all things well and sufficiently repaired, supported, upheld, maintained, amended, paved, scoured, cleansed, emptied and kept, together with all the doors, wainscot, locks, keys, bolts, bars, staples, hinges, hearths, chimney-pieces, foot-paces and slabs, covings, glazed windows, sashed windows, window-lashes, window shutters, partitions, pumps, pipes, posts, pales and rails, which at any time, during the last seven years of the term hereby granted, shall in any ways fixed or any ways fastened to, or set up in or upon the said demised premises, or any part thereof, or belonging to the same, shall and will, at the end, expiration, or other sooner determination of the said term hereby granted, peaceably and quietly surrender and yield up unto the said duke of *B.* his heirs or assigns. *And moreover*, that it shall and may be lawful to and for the said duke of *B.* his heirs and assigns, and to and for his and their stewards, surveyors and workmen, once in every year, or oftner, at meet and convenient times in the day-time, to enter and come into and upon the hereby leased premises, to view, search, and see the defects and wants of reparations in and about the same, and of the defects and wants of reparations there found, to give or leave notice or warning in writing, in or at the said demised premises for the amendment thereof; *And* that he the said *A. C.* his executors, administrators or assigns, shall and will, within three months next after every such notice or warning shall be so given or left, well and sufficiently repair and amend the same; *And* in default thereof, it shall and may be lawful to and for the said duke, his heirs or assigns, to order and employ such workmen as he or they shall think fit to do the same repairs; *And* that he the said *A. C.* his executors, administrators and assigns,

And repair and keep in repair.

And pay part towards repairing party-walls, &c.

And in good repair shall deliver up at the end of the term.

View.

Notice of amendment.

On tenant's default, lessor may repair, then the tenant must pay him.

The tenant
not to assign
his lease, &c.
without
licence.

Proviso in
case of rent
behind;

or suffering
several
trades;

to re-enter.
Peaceable
enjoyment.

signs, shall and will upon demand repay unto the said duke, his heirs or assigns, all and every such sum and sums of money, as he or they shall have expended and paid, in, for, or about the same; And in case of neglect or refusal of such repayment it shall and may be lawful to and for the said duke, his heirs or assigns, to recover the same by distress on the premises, as in case of rent or arrears of rent due, or by any other lawful method; And also that he the said A. C. his executors, administrators or assigns, shall not nor will, at any time before or after the commencement, and during the term hereby granted, assign or set over this indenture of lease, or grant a lease of the premises hereby demised, or any part thereof, without a licence from the said duke, his heirs or assigns, in writing for that purpose, under his or their, or some or one of their hands first had and obtained, nor shall at any time, during the term hereby granted, do or wittingly or willingly suffer any act or thing to be done in or upon the said demised premises, which may be or grow to the annoyance grievance, damage or disturbance of the said duke, his heirs or assigns, or of his or their other tenants in the said parish of St. G. *Provided always*, that if the said yearly rent of 11 l. shall happen to be behind and unpaid, in part or in all, by the space of 14 days next after any of the said feasts or days of payment, whereon the same ought to be paid as aforesaid, or in case the rent which will become due for the last quarter of a year of the term hereby granted, be not paid at or upon the feast of the Annunciation of the blessed virgin Mary, which will be in the year of our Lord 1761, or on non-performance of all or any of the covenants, conditions and agreements, which on the part and behalf of the said A. C. his executors, administrators or assigns, are or ought to be done and performed; Or in case the said A. C. his executors, administrators or assigns, shall permit or suffer any person or persons to inhabit or dwell in or upon the said demised premises, or any part thereof, who shall therein use or follow the trades of a butcher, poulterer, fishmonger or farrier, without a licence from the said duke, his heirs or assigns, for that purpose first had and obtained; that then and from thenceforth, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said duke, his heirs or assigns, into and upon the said demised premises, and every part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as if this lease had never been made; any thing herein before contained to the contrary thereof in any wise notwithstanding. And the said duke of B. doth hereby for himself, &c. covenant, &c. that he the said A. C. his executors, administrators and assigns, by and under the due payment of the said yearly rent and performance of the covenants, conditions and agreements herein before contained, and on the part and behalf of the said A. C. his executors, administrators and assigns, to be paid, done and performed, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said piece of ground, two messuages or tenements, and all and singular the premises hereby demised, with the appurtenances, except before excepted, for and during all the said term of 21 years hereby granted, without the let, &c. *In Witness, &c.*

A Lease made by two Infants and their Guardian, pursuant to a Decree in Chancery of Messuages, &c. built by the Lessee's Husband, for 61 Years.

THIS Indenture, &c. Between M. D. of, &c. widow and relict of J. D. late of, &c. esq; deceased, and J. D. and E. D. infants, son and daughter of the said M. D. by the said J. D. deceased, of the one part, and J. B. of, &c. widow and executrix of the last will and testament of J. B. her husband, late of ——— gent. deceased, of the other part. *Whereas* the said M. D. is guardian of the said infants J. D. and E. D. *And whereas* the said infants J. D. and E. D. are seised in fee-simple to them and their heirs as tenants in common, of the messuages and tenements, with the appurtenances herein after mentioned: *And whereas* the two messuages and tenements herein after mentioned, have been erected and built at the proper costs and charges of the said J. B. in his life-time: *And whereas* by virtue of a decretal order made in the court of chancery the, &c. in a cause wherein the said J. B. was plaintiff, and the said M. D. J. D. (party to these presents) and E. D. are defendants, it was (among other things) ordered and decreed, that one of the masters of the said high court of chancery should examine, whether it would not be for the benefit of the infants, that the said two messuages (among other things) should be leased out for the term of 61 years, in manner herein after mentioned; *Which* said master having by his report, bearing date, &c. (among other things) certified, that it would be for the benefit of the said infants, that the said messuages (among other things) should be leased out as aforesaid, *Whereupon* by another decretal order made in the same cause, bearing date, &c. it was ordered and decreed, that the said lease should be made, and that it should be referred to the master to see the same done, according to the direction of the same order, and that the infants should be made parties thereunto, and should confirm the same when they should come of age, and that the same M. D. for what she shall do in pursuance thereof should be indemnified, as by the said decretal orders, and other proceedings in the said cause, relation being thereunto had, more fully may appear: *Now this Indenture witnesseth*, that in pursuance of and in obedience to the said recited decretal order, and in consideration of the yearly rent, covenants, conditions and agreements herein after reserved, mentioned and contained on the part and behalf of the said J. B. her executors, administrators and assigns, to be paid, done and performed unto the said J. D. (party, &c.) and E. D. *Have*, and each of them *Have* leased, set, and to farm let, and by, &c. *Do*, and each of them *Do* lease, &c. unto the said J. B. *All*, &c. *To have and to hold* the said two messuages, &c. unto the said J. B. her executors, administrators and assigns, from the last day of ——— now last past, for and during, and unto the full term and term of 61 years from thence next ensuing, and fully to be complete

Parties.

Recitals, viz.

Guardianship, that said infants are seised in fee as tenants in common.

That premises have been built by lessee's husband.

The decree in chancery.

The master's report thereon, Order on master's report.

Deed begins.

Consideration.

Parcels.

Habendum.

Reddendum.

complete and ended; *Yielding and paying* therefore yearly and every year, unto the said *J. D.* (party, &c.) and *E. D.* their heirs and assigns, the yearly rent or sum of 4*l.* of, &c. at the four most usual feasts or days of payment in the year, viz. (*Usual Covenants*). In *Witness*, &c.

In pursuance of a Proviso in a Deed.

Lease by baron
and feme of fen-
ny land,

Pigott 299.
Power.

Considerations.

THIS Indenture, &c. Between the right honourable *R. lady R.* one of the daughters and coheirs of the right honourable *T. late earl of S* deceased, and relict of the right honourable *W. late lord R.* deceased, of the one part, and *E. M.* of, &c. of the other part, *Witnessth*, that in pursuance of a certain proviso contained in one indenture *sextipartite* of release, bearing date the 21st day of *May* in the seventh year of his late majesty king *William the Third, annoq; Domini 1695*, And by virtue of the powers to the said *R. lady R.* therein reserved and contained, and of all and every the power and powers enabling her thereunto; And for and in consideration of the sum of 27*l.* of, &c. to her the said *R. lady R.* in hand paid by the said *E. M.* at, &c. And also for and in consideration of the rents and covenants herein after reserved and contained on the tenant or lessee's part and behalf to be paid, done and performed, and for divers, &c. *Sheweth* the said *R. lady R.* *Hath* leased, set, and to farm letten, and by, &c. *Doth*, &c. unto, &c. *All*, &c. *To hold*, &c. *Yielding and paying* therefore yearly and every year, during the said term, unto the said *R. lady R.* her heirs and assigns, or such other person or persons, as shall be intituled to the immediate reversion or remainder of the said premisses, after the decease of the said *R. lady R.* the yearly rent or sum of, &c.

From a Tenant for Life, pursuant to a Power reserved in his Marriage Settlement for 21 Years, to commence at his Death; and for a Term of 500 Years of several Lands comprised in the Settlement, for securing several Sums of Money as a Portion given with his Daughter in Marriage, subject to Redemption.

Pigott 301.

THIS Indenture made, &c. Between *R. S.* of, &c. of the one part, and *F. S.* of, &c. of the other part. Whereas by indenture *tripartite* of settlement, bearing date, &c. and made between *E. S.* esq; deceased, late father of the said *R. S.* and the said *R.* party to these presents, of the first part, *Sir H. B.* of, &c. *Sir J.* and *R. S.* of *W.* &c. esq; of the second part, and *T. E.* since deceased and *M. A. E.* now the wife of the said *R. S.* party to these presents,

the third part, in consideration of a marriage then shortly after to be had and solemnized between the said *R. S.* party, &c. and *M. A.* his wife, and for other considerations therein mentioned, divers uses, estates and interelsts were limited and declared of and in the manors, &c. (amongst other lands and hereditaments in the said indenture mentioned, in which said indenture there is contained, among other things, a proviso or power in words, or to the effect following) ; viz. *Provided, &c. (Proviso or power to make this deed)* as in and by the said indenture of settlement more at large may appear : *And whereas* the said *R. S.* hath living both issue male and female by the said *M. A.* his wife : *And whereas* the herein after mentioned manor of *B. C.* with the appurtenances, and all other the manors, messuages, &c. of him the said *R. S.* in *B. C.* &c. herein after also mentioned, are part of the premisses, which by the said indenture of settlement are limited to the issue male of the said *R. S.* and *M. A.* his wife, which after the estate for life of the said *R. S.* of and in the same, will by virtue of the said settlement descend and come unto such issue male ; and all other the estates created by the said settlement, (which are prior to or expectant on the estate for life of the said *R. S.* of and in the same) being determined : *And whereas* the said *R. S.* hath agreed to marry *F.* his daughter to *S. S.* of, &c. esq; and is to give with her for her portion the sum of 5000 *l.* which he hath taken up and borrowed of the said *E. S.* *And whereas* for securing the said sum of 5000 *l.* so borrowed as aforesaid, he the said *R. S.* in and by his bond or writing obligatory, bearing equal date herewith, is become bound unto the said *E. S.* his heirs, &c. in the penal-sum of 1000 *l.* conditioned for the payment of 5250 *l.* in manner following ; that is to say, 125 *l.* part thereof, &c. *And whereas*, for the better securing the said sum of 5250 *l.* he the said *R. S.* hath agreed, that 2000 *l.* part thereof, shall be charged on the premisses herein after mentioned, by virtue of the power herein before expressed, and 3000 *l.* residue of the said sum of 5000 *l.* on other lands, tenements and hereditaments herein after mentioned, and herein after intended to be charged with the payment thereof : *Now this Indenture witnesseth*, that for the better securing the payment of 2000 *l.* part of the said sum of 5000 *l.* so borrowed upon the bond of the said *E. S.* aforesaid, and for raising the same, in case it shall not be repaid in the life-time of the said *R. S.* he the said *R. S.* as well by virtue of the said power contained in the said recited indenture of settlement, and of all and every, or any other power or powers or authorities whatsoever, to him the said *R. S.* in this behalf belonging, or in any wise appertaining, hath demised, granted, bargained, sold, leased, let, and to farm letten, and by these presents *Doth* demise, &c. unto the said *E. S.* his executors and administrators, all that the manor of *B. C.* &c. (within the power) and all that estate, &c. *To have and to hold* the said manors, messuages, &c. and all and singular other the premisses hereby granted and leased, or mentioned, &c. unto the said *E. S.* his executors, administrators and assigns, from and immediately after the decease of the said *R. S.* for and during, and unto the full end and term of 21 years from thence next ensuing, and fully to be complete and ended, without impeachment of waste : *And this Indenture further witnesseth*, that for the further and better securing the payment of the said sum of 5000 *l.* so borrowed upon the said recited bond as aforesaid, he the said *R. S.* hath demised, &c. and by these presents *Doth* demise, &c. unto the said

said E. S. his executors and administrators, all that, &c. To have and to hold the said manors, &c. lands, tenements, hereditaments, and all, &c. unto the said E. S. his executors, administrators and assigns, from the date of these presents, for and during, and unto the full end and term of 500 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste; *Tielling and Paying* therefore yearly and every year, during the said term hereby granted, the rent of one pepper-corn, on the feast-day of ——— if the same shall be lawfully demanded; *subject nevertheless* unto and under the proviso, covenant, condition or agreement therein after mentioned; *Provided, &c.* (*A proviso to re-convey the premisses on payment of the mortgage-money*) And, &c. (Covenant for R. S. to pay the money, that he has good right to grant, and that if no default be made in payment of the said sums, the lessees shall peaceably enjoy free from incumbrances, and that the lessor, &c. will make further assurances. See tit. Covenants.) In Witness, &c.

A Lease for Years determinable on three Lives, according to a Power reserved for making Leases, in a Settlement drawn by Mr. Serjeant H. and adjudged good both in Chancery and at Common Law.

THIS Indenture, made, &c. Between Sir W. C. of, &c. kn. of the one part, and W. B. of ——— aforesaid, esq; of the other part, *Witnesseth*, that the said Sir W. C. for and in consideration of the rents hereafter in and by these presents mentioned and expressed to be reserved, and for divers other good causes and considerations him thereunto moving, *According* to the power to him given in and by one indenture *quingupartite*, made or mentioned to be made between the right honourable W. earl of C. viscount C. of U. baron of H. M. and one of the lords of his majesty's privy council, of the first part, the said Sir W. C. of the second part, G. C. of, &c. esq; and M. C. (eldest daughter of the said G. C.) of the third part, Sir R. M. of, &c. kn. of the honourable order of the bath, R. C. of, &c. esq; Sir J. B. of, &c. kn. and G. W. of, &c. esq; of the fourth part, and Sir A. C. of, &c. kn. H. W. of, &c. esq. and Sir J. H. of, &c. bart. of the fifth part, bearing date on or about the 27th day of *March* in the year of our Lord ——— And by virtue thereof, and of all and every other power and power and authority, which to him the said Sir W. C. doth or may in any wise appertain, being actually seised and possessed of the capital messuage or manor house, (*other messuages, lands, &c.*) herein after mentioned he the said Sir W. C. (by this present indenture, under his hand and seal, testified by three credible witnesses) *Doth* demise, lease and grant, and by these presents *Hath* demised, &c. unto the said W. B. All the capital messuage, &c. All which said demised messuages, &c. are situate, lying, &c. and are in the aforesaid recited indenture *quingupartite* particularly described, or are reputed to be parcel of the said manor of W. And all those closes, &c. in the said indenture *quingupartite*, limited unto the said C. H. Sir J. H. Sir R. A. and R. G. for the term

of 99 years, upon trust for the maintenance of the said *M. C.* To have and to hold the said messuages, &c. with their and every of their appurtenances, and every part and parcel thereof, unto the said *W. B.* his executors, administrators and assigns, from the making of this present lease, unto the full end and term of 200 years, from thenceforth to be compleat and ended, if dame *M. C.* (wife of the said Sir *W. C.*) or *G. E.* (son of *T. E.* of,) or *T. W.* (son of the right honourable Sir *N. W.* lord keeper of the great seal of, &c.) or any of them, shall so long live; *Yielding and Paying* therefore yearly and every year, during the said term, unto the said Sir *W. C.* and to such person or persons to whom the immediate remainder of the same premises, according to the uses and estates limited of the same, by the before mentioned indenture *quintepartite* shall for the time being belong or appertain, the yearly rent or sum of 700*l.* of, &c. the said yearly rent to be paid at the two most feasts, &c. (*With all usual covenants, &c.*)

Habendum, for 200 years, if three lives so long live.

Reddendum.

A Lease for 99 Years of a Jointure Estate, in Trust for the Jointress, if she so long lives.

THIS Indenture, made, &c. Between *A.* and *B.* his wife, of the one part, and *C.* and *D.* of the other part. *Whereas* the said *B.* before her intermarriage with the said *A.* being seised of the messuage, &c. herein after mentioned, for the term of her natural life for her jointure, by virtue of a settlement heretofore made thereof to her by *E.* late of, &c. her former husband, deceased, it was, previous to the marriage lately had between them the said *A.* and *B.* his wife, agreed by and between them, that the rents and profits of the said messuage, &c. should notwithstanding the then coverture, be disposed of by her the said *B.* to and for such uses, intents and purposes, as she, by any writing to be by her sealed and delivered in the presence of three or more witnesses, should direct or appoint, and that the said *A.* should not intermeddle therewith, nor should the same be subject to his controul, debts or incumbrance: *Now this Indenture Witnesseth*, that in performance of the said agreement, and in consideration of the said marriage had, and of a considerable portion which he the said *A.* hath had and received with her the said *B.* and to the intent aforesaid, and also in consideration of 5*s.* &c. and for divers other good causes and valuable considerations them thereunto especially moving, *They* the said *A.* and *B.* have demised, bargained and sold, and by, &c. unto the said *C. B.* All that messuage, &c. and the reversion, &c. (*The same parcels as in the first husband's settlement*) To hold, &c. unto the said *C. D.* their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the time and term and unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended, if she the said *B.* wife of the said *A.* shall so long live; *Nevertheless* upon the trusts, and to and for the intents and purposes herein after mentioned and expressed, *viz.* Upon this special

Leases.

Special Trust, that they the said C. and D. and the survivor of them, his executors, administrators and assigns, shall and do at all times from henceforth, during the continuance of the said term, well and truly pay and dispose of all the clear yearly rents, issues and profits of the said hereby demised premises, unto the separate hands of her the said B. the wife of the said A. or to such person or persons, &c. (as usual).

Lease of a Mill, with a Collateral Security for Payment of the Rent from the Tenant to the Landlord.

—*Witnesseth*, That the said J. R. (in consideration of the rent and covenants herein after reserved and contained, to be paid and performed by the said J. T. *Hath*, and by these presents *Doth* lease, set and to farm let unto the said J. T. All that water-mill, with its appurtenances, situate, &c. *To have and to hold* the said water-mill and premises, with its appurtenances, unto the said J. T. &c. from, &c. for and during the full term of one year and three quarters of a year from thence next ensuing; *Yielding and paying* therefore unto the said J. R. his, &c. for the first year of the said term, the rent or sum of 40*l.* of, &c. on the four usual quarter days following, *viz.* On *Christmas-day*, *Lady-day*, *Midsummer day*, and *Michaelmas-day*, by four equal proportions; the first of which last quarterly payments to be made on *Christmas-day* 17—: *And* the said J. T. for himself, his executors and administrators, doth hereby covenant and agree to and with the said J. R. his executors and administrators, in manner as follows, *viz.* That he the said J. T. his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said J. R. his executors or assigns, the said several rents of 40*l.* and 30*l.* on the said several quarter days herein before mentioned and appointed for payment of the same, according to the several reservations thereof as aforesaid, and the true intent of these presents; *And also*, that he the said J. T. his executors, administrators or assigns, on the expiration or other sooner determination of the lease hereby made shall and will peaceably and quietly leave, surrender and deliver up unto the said J. R. his executors and assigns, the said hereby leased water-mill, and other the premises, with their appurtenances, in good and sufficiently tenantable repair: *And whereas* the said J. B. in right of E. his now wife, is intitled, during the joint lives of him and his said wife, to the interest of the principal sum of 1000*l.* at the rate of 5*l.* per cent. per ann. which now stands secured to G. S. of, &c. (a trustee for the said E. T. by virtue of a certain mortgage long since made from J. W. doctor in physick, and E. his wife, (both since deceased) of a messuage or tenement, and several lands and hereditaments, situate, &c. *And whereas*, previous to the making of the above mentioned lease of the said water-mill and premises to the said J. T. and for better securing payment unto the said J. R. of the several above reserved rents, He the said J. B. (being now justly indebted to the said J. T. in a considerable sum of money)

Hath

Hath, at his request, agreed to assign unto the said *J. R.* the interest of the said sum of 1000 *l.* payable unto the said *J.* during the joint lives of him and the said *E.* his wife as aforesaid, together with all arrears hereof, in such manner and subject as herein after is mentioned: *Now this Indenture further witnesseth*, that the said *J. B.* (in pursuance of his said recited agreement, and in consideration of the sum of 5 *s.* to him paid by the said *J. R.* the receipt whereof is by him hereby acknowledged) *Hath*, and by these presents he the said *J. B.* (at the special instance and request, and for and on the proper account of the said *J. T.* testified by his executing of these presents) *Doth* bargain, sell, and assign, transfer and set over unto the said *J. R.* the interest of the said principal sum of 1000 *l.* so payable to the said *J. B.* during the joint lives of him and the said *E.* his wife as aforesaid, together with all arrears now due for the same, and all the right, title, benefit and advantage, property, claim and demand, whatsoever or howsoever of him the said *J. B.* of, in and to the said hereby assigned monies and premises; *To have, hold, receive, take and enjoy* the said hereby assigned messuages and premises, to the said *J. T.* his executors, administrators and assigns, from henceforth, during the joint lives of the said *J. T.* and *E.* his wife, as and for his and their own proper monies; subject nevertheless to the proviso herein after contained for making void the assignment hereby made of the said monies and premises; *And* for the better and effectual enabling the said *J. R.* and his assigns to recover the said hereby assigned monies and premises, to and for his and their own use and benefit, subject nevertheless to the said proviso herein after contained, he the said *J. T.* hath, and by these presents doth nominate, constitute and appoint, and in his place and stead depute and put the said *J. R.* his executors, and assigns, the true and lawful attorney and attornies irrevocable, in the name of him the said *J. T.* or otherwise, to ask, demand, sue for, recover and receive of and from the said *G. S.* and all other the trustees of her the said *E.* and *J. T.* all interest of the said principal sum of 1000 *l.* so secured and payable to her as aforesaid, together with all arrears thereof and upon receipt of the same, or any part thereof, to give proper and sufficient acquittances and discharges for the same, and generally to do all and every such other acts and things needful and requisite, as well for the recovery and receiving of the said hereby assigned monies and premises, as also for giving any acquittance or discharge for the same, and that as fully, effectually and absolutely, to all intents and purposes whatsoever, as he the said *J. T.* could or might do if personally present: *And* he doth hereby allow, ratify and confirm all and every such legal acts and things, as he the said *J. R.* his executors or assigns, should do or cause to be done by virtue of the power hereby given: *Subject nevertheless* to the proviso herein after contained, *viz. Provided always*, and it is hereby agreed and declared by and between all the parties to these presents, that the assignment hereby made to the said *J. R.* his executors and assigns, of the monies and premises, was and is to him and them so made, to the end and intent only for better securing payment to him and them of the above reserved rents of 40 *l.* and 30 *l.* and that if the said *J. T.* his executors, administrators or assigns, shall and do well and truly pay or cause to be paid unto the said *J. R.* his executors or assigns, the said several rents or sum of 40 *l.* or 30 *l.* on the several

Assignment.

Premises.

Habendum.

Letter of attorney.

Subject, &c.
Proviso to make void the collateral security.

Covenant not to
revoke the power
as to assigned
premises.

Default in pay-
ment.

quarter-days above-mentioned for payment of the same according to the reservation thereof as aforesaid, or within ——— days next after each of the said quarter-days, that then as well the assignment hereby made of the said monies and premises, as also the letter of attorney hereby given for recovery thereof, shall be absolutely void and of none effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *J. T.* for himself, his executors and administrators, doth hereby covenant and agree to and with the said *J. R.* his executors and assigns, in manner as follows, that he the said *J. T.* during the continuance of the security hereby made, shall not, nor will revoke, release or discharge the power and authority hereby given to the said *J. R.* his executors and assigns, for receiving of the said hereby assigned monies and premises; And that in case the said *J. T.* shall make default in payment of the said several rents of 40*l.* and 30*l.* or any part thereof, by the space of ——— days next after any of the said quarter-days whereon the same ought to be paid as aforesaid, then and in such case it shall and may be lawful to and for the said *J. R.* his executors and assigns, to deduct and retain the same out of the said hereby assigned monies and premises, rendering the overplus to the said *J. T.* his executors and assigns: And lastly, in case default shall be made in payment of the said several rents, or any part thereof, in manner as aforesaid, that then and in such case he the said *J. T.* shall at any time then after during the continuance of the security hereby made, at the request of the said *J. R.* his executors or assigns, make, do and execute any further act, deed or thing, as well for the corroborating and strengthening of these presents, as also for the further and better assigning of the said hereby assigned monies and premises unto the said *J. R.* his executors and assigns, as by his or their counsel shall be reasonably advised or required. *In Witness, &c.*

Lease of Lead Mines.

THIS Indenture, &c. Between, *T. P.* of *B.* in the county of *Cornwall*, esq; of the one part, and *R. P.* of, &c. *J. J.* of, &c. *C. J.* of, &c. and *H. H.* of, &c. of the other part, *Witnesseth*, that for and in consideration of the rents, reservations, covenants and agreements herein after expressed and contained, on the part of the lessors to be paid, rendered, done and performed, He the said *T. P.* hath granted, demised, set and to farm letten, and by, &c. unto the said *R. P.* & al^s, their executors, &c. All and all manner of mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, now open and known, or that may be found out by digging, delving, sinking or otherwise howsoever, lying and being in the lands of the said *T. P.* called or known by the name of *B. Park*, or by whatsoever other name or names the same is or was called or known within the parish of *B.* in the county of *Cornwall*, with full and free liberty and licence to and for the said (lessees), their executors, &c. from time to time, and at all times during

the term herein after mentioned, to work and carry on the same to the best and most advantage, and to dig, delve, search, sink, trench and mine, in and upon the said lands called *B. Park*, within the said parish of *B.* and every or any part or parcel thereof, at their wills and pleasures, for the searching, having and taking up of lead, tin ore, copper ore, or any other metal or metals as shall be there found, and to follow the same according to the law and customs of the stannaries, as fully in every respect as he the said *T. P.* lawfully might or could do, if these presents had never been made, and the same so trenched, digged and found, to take and carry away from time to time, and at all times during the term by these presents demised, or mentioned or intended so to be, and sufficient ground leave for the laying of all such lead ore, copper ore, or any other ore, metal or metals, as shall or may be there had or wrought; and also all ways, paths, passages, waters, water-courses, drains, cuts, commodities, emoluments, privileges and appurtenances whatsoever thereunto belonging, or therewith used and enjoyed; and also all the estate, right, title and interest of him the said *T. P.* of, in and to the said mines and premises; *To have, hold, use, occupy and enjoy* the said mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, with free liberty of digging, trenching, searching and carrying away the same, with all and singular other the premises, hereby granted, set or demised, or meant or intended so to be, with their and every of their rights, members and appurtenances, to the said (*four lessees*), their executors, administrators and assigns, from henceforth, for and during and unto the full end and term of 75 years, from hence next ensuing and fully to be compleat and ended; *Yielding, rendering, paying and delivering* therefore from time to time, during the said term, every sixth dish, or one full sixth part of all the ore of lead, or other metal, which during the said term shall be got, had, gained or taken from out of the said mines. (*2. the time of payment.*). *Provided always*, and it is hereby declared and agreed by and between the said parties to these presents, and it is the true intent and meaning hereof, that if the said (*four lessees*), or their executors, administrators or assigns, shall at any time or times during the said term refuse, omit or neglect to carry on and work the said mines, with such a competent number of workmen as shall be thought proper to work and carry on the same, and in the best and most effectual manner, and according to the usual practice and course of carrying on such mines with effect, for the space of 30 days together, or for the space of 50 days in any four kalendar months of any one year of the said term, (cases of inevitable necessity and unavoidable accidents only excepted); Or if the said (*four lessees*), their executors, administrators or assigns, or any of them, at any time or times during the said term, do not nor shall deliver or cause to be delivered to the said *T. P.* his heirs or assigns, every sixth dish or the sixth part of all the said ore reserved to the said *T. P.* his heirs and assigns, as aforesaid, according to the true intent and meaning of these presents, within the space of 20 days next after the same ought to be rendered or delivered as aforesaid; that then and in either of the said cases, and so often, it shall and may be lawful to and for the said *T. P.* his heirs or assigns, into and upon the said mines and premises, or any part thereof, in the name of the whole to re-enter, and thereout and therefrom to expel and remove the said (*lessees*), their executors, administrators and assigns, and every of

Habendum.

Habendum the sixth dish.

Proviso in case the work is not carried on,

or the sixth dish delivered, &c.

to re-enter, &c.

Covenant to
deliver the
dishes,

and procure suf-
ficient work-
men.

Of taking in an
adventurer.

Peaceable en-
joyment.

of them, their and every of their agents, workmen and servants, and to have and enjoy the same again as in his and their former estate, as fully as if these presents had not been made; and that from thenceforth the term, estate and interest hereby granted or set, or so much thereof, as shall be then to come, shall cease, determine, and be absolutely void to all intents and purposes whatsoever, these presents, or any thing herein contained to the contrary thereof, in any wise notwithstanding: And the said (*four lessees*) for themselves and severally, and for their several and respective heirs, executors, administrators and assigns, and every of them, covenant, grant and agree, to and with the said *T. P.* his heirs and assigns, in manner as follows, *viz.* That they the said (*lessees*), or some of them, or some of their executors, administrators or assigns, or some of them, shall and will, from time to time during the said term, well and truly yield, render, pay and deliver, or cause to be yielded, rendered, paid and delivered unto the said *T. P.* his heirs or assigns, the sixth dish, or one full sixth part of all the said ore reserved to the said *T. P.* his heirs and assigns as aforesaid, according to the said reservation, and according to the true intent and meaning of these presents: And further, that they or some of them, their or some of their executors, administrators or assigns, shall and will, from henceforth during the said term, and at all times, work and carry on, or cause or procure to be worked and carried on, with such a competent number of workmen as shall be thought proper for that purpose, the said mines hereby demised and let, in an effectual manner, and according to the usual course and practice of carrying on such mines with effect, and according to the true intent and meaning of these presents. And it is hereby agreed and declared by and between all the said parties and the true intent and meaning of them and of these presents is, that if at any time hereafter, during the said term, the said *T. P.* his heirs or assigns, or any of them, shall be minded and desirous to become an adventurer in the said work for one full sixteenth part thereof, over and above the said sixth dish or sixth part thereof, and of such his mind and desire shall give or leave three months notice in writing to and for the said (*lessees*), or any of them, their or any of their executors, administrators or assigns, or to any person or persons who shall be employed as clerk or clerks, overseer or overseers of the said work for the time being, or any of them, that then, from and immediately after the expiration of such three months, the said *T. P.* his heirs or assigns shall be and become, and shall be admitted an adventurer and partner in the said mines for one full sixteenth part thereof for the then residue of the said term, and shall come in on a clear foot; and shall have, receive and enjoy, one full sixteenth part of all the profits and advantages thereof from thenceforth; he the said *T. P.* his heirs or assigns, from thenceforth paying one full sixteenth part of all charges and expences of working and carrying on the said mines; in the like manner as other adventurers and partners therein shall pay their proportions of the same charges and expences, as usual in such cases: And the said *T. P.* for himself, his heirs and assigns, doth covenant, grant and agree, and with the said (*lessees*), their executors, administrators and assigns, that he and they paying, rendering, doing and performing all the reservations, covenants and agreements herein contained, on their part and behalf to be paid, rendered, done and performed, according to the

the intent and meaning of these presents, he and they shall and may, for and during all the said term of 15 years, peaceably and quietly have, hold, use, occupy, work, carry on and enjoy the said mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, and all and singular other the premises hereby demised or set, or meant intended so to be, with their appurtenances, without any let, suit, trouble, interruption, molestation, claim or demand whatsoever, of or by the said T. P. his heirs or assigns or any of them, or any other person or persons lawfully claiming or to claim, from, or under him, them or any of them. *In Witnefs, &c.*

Lease of a Copyhold Messuage and Lands given to a Charity from Churchwardens, to a Tenant, &c. with Reservation of Timber, &c.

THIS Indenture, made, &c. Between T. B. and S. G. (churchwardens of that part of the parish of St. Giles, Cripplegate, which is in the city of London) of the one part, and G. G. of the parish of D. in the county of Essex, innholder, of the one part, *Witnefs*, that as well for and in consideration of the costs and charges which the said G. G. will expend and lay out in repairing and amending the messuage after demised messuage or tenement, as also for and in consideration of the yearly rent and covenants herein after reserved and contained on the part of the said G. G. his executors, administrators and assigns, to be paid, done and performed, *They* the said T. B. and S. G. for themselves and their successors, churchwardens of the said parish of St. G. C. in the city of London, *Have demised, leased, and to farm let*, and by, &c. *Do*, and each of them *Doth, &c.* unto the said G. G. his, &c. *All* that copyhold or customary messuage or tenement commonly called or known by the name or sign of the *George*, together, &c. *All* which said messuage or tenement, lands and premises hereby demised, are situate, lying and being in D. aforesaid, and as the same now are in the occupation of him the said G. G. or his undertenants or assigns, together with all ways, &c. *Except* and always reserved out of this present demise unto the said T. B. and S. G. the said present and all their succeeding churchwardens of that part of the said parish of St. G. C. which is in the city of L. *All* timber and other trees, which now, or at any time during this demise, shall be standing, growing or growing in or upon the said hereby leased premises, or any part thereof, with full and free liberty of ingress, egress and regress at all reasonable times, for them the said present churchwardens and their successors for the time being, with their workmen, horses, carts or otherwise, to enter upon the said premises, and to fell, cut down, grub up, remove and carry away the same, and also the like liberty for them to enter upon and view the defects and wants of reparations of the said premises twice or oftener in every year during this demise, and then to give

give notice for the repairs and amendments thereof; *To have and to hold* the said messuage or tenement, lands, and all and singular other the herein before-mentioned and intended to be hereby demised premises, with their and every of their appurtenances (except as herein before excepted) unto the said G. G. his executors, administrators and assigns from, &c. for and during and unto the full end and term of the whole year, and so from year to year until the full term of 14 years shall be fully compleated and ended therein, commencing from *Lady-Day* now last past; if they the said churchwardens can legally demise the said copyhold premises in such manner and for such term and terms by the custom of the manor, or whereof the same premises are holden, without forfeiting the same into the hands of the lord of the said manor, and without incurring some penalty or forfeiture thereby; *Yielding and Paying* therefore yearly and every year, during the continuance of this demise, unto the said churchwardens and their successors for the time being, *In Trust Nevertheless* for the use and benefit of the poor of the freedom part of the same parish as shall be legally intitled thereunto. *The yearly rent or sum of 10 l. of, &c. at two of the usual half-yearly feasts, &c. and the said G. G. &c. (Covenant to pay the rent.)*

A Lease from the Minister, Churchwardens, &c. of a Parish for Years, wherein a Fine is paid.

Between R. A. clerk, rector of the parish church of St. U. London, J. C. citizen and blacksmith of London, and J. H. London, merchant, churchwardens of the said parish, of the one part and G. E. of, &c. of the other part, *Witnesseth*, that the said R. A. C. and J. H. (by order of vestry held in the parish church of St. U. aforesaid the 11th day of *March* instant, made by most of the principal inhabitants of the said parish) as well for and in consideration the sum of, &c. to them or one of them in hand paid at, &c. by the said G. E. well and truly paid to and for the use and benefit of the said parish, the receipt whereof the said R. A. J. C. and J. H. do hereby acknowledge, and thereof, &c. as also for and in consideration of the yearly rent, &c. *Have demised, &c. All the &c. To have, &c.* unto the said G. E. *Yielding and paying* thereof yearly and every year during the said term, unto the senior churchwarden of the said parish and his successors for the time being, the yearly rent or sum of 15 l. 4 s. of, &c. by two equal payments, &c. at in the vestry room in the parish church of St. A. U. aforesaid, free from any deduction of or for any manner of taxes or impositions parliamentary, ordinary or extraordinary, *(Covenants.) In Witness, &c.*

A Lease from the Trustees of a Charity.

Between R. A. doctor of divinity and rector of the parish of St. B without B. London, T. R. &c. (surviving acting trustees of and in the messuages and hereditaments herein after mentioned to be hereby leased for preserving to the poor of the same parish of St. B. the benefit of a certain charity heretofore given by V. G. pursuant to trusts created and appointed by M. W. and also for preserving to the poor of the said parish the benefit of a charity heretofore given by P. W.) of the first part, W. H. and — churchwardens of the said parish of the second part, and J. H. citizen and carpenter of London, of the third part, Witnesseth, that for and in consideration of the yearly rent, &c. they the said R. A. T. R. &c. trustees, &c. Have, &c. leased, &c. unto the said J. H. his, &c. All those, &c. To have and to hold the said several messuages, &c. unto the said J. H. his, &c. from, &c. for and during, &c. Yielding and paying therefore yearly and every year during the said term of 35 years, at the vestry of the church of the said parish of St. B. the yearly rent or sum of 20 l. of, &c. at, &c. Provided also, and it is hereby declared and agreed by and between all the parties to these presents, and the true intent and meaning of them and of these presents are, that if the said J. H. his executors, administrators or assigns, shall pay or cause to be paid to the churchwardens of the said parish of St. B. without B. for the time being, or to one of them, such sum or sums of money, as, for and in respect of the rent by these presents reserved, shall from time to time become due by virtue of these presents, all and every such payment and payments to such warden or churchwardens shall be accepted, admitted and allowed as effectually to discharge so much rent, payable by virtue of these presents, and the reservations herein before contained, as shall from time to time have been paid to such churchwarden or churchwardens, as if each and every of such payment had been actually made into the proper hands of the person or persons, who by virtue of the reservation of the rent herein before contained had been by law intitled to or might have claimed to receive the same; it being the intent of all the parties to these presents, that all the rent, which from time to time shall be received by virtue of these presents, shall be by the churchwardens for the time being of the said parish of St. B. paid, applied and disposed of in pursuance and execution of the respective charitable gifts herein before mentioned. In Witness, &c.

A Lease of Tithes.

The grant.

The tithes.

Habendum for
three years,
if the lessor
so long con-
tinue rector.
Reddendum
the rent.

Reddendum
three loads of
straw.
Proviso that
this demise
touch not any
interest to
glebe land,
mortuaries,
oblations, &c.

Proviso that
if there be an
avoidance by
death, or
otherwise, the
rent shall be
apportioned
according to
the value of
tithes receiv-
ed.

Covenant for
payment of
the rents.

THIS Indenture, made, &c. Between R. H. clerk, rector of
St. of the one part, and R. C. of, &c. of the other, Witnesseth,
that the said R. E. for divers considerations him hereto moving, Hath
granted and demised; and hereby doth grant and demise unto the said
R. C. All those the tithes and tenths of corn, grain and hay whatsoever,
and of lambs, wool, eggs, fruits of trees, hemp and flax, and honey,
yearly arising coming and growing within the township or parish of H.
aforesaid, and their tithable places thereof, and all his estate, right,
title, interest and demands therein or thereto; To have and to hold,
receive, take and enjoy all the tithes aforesaid to the said Robert, his
executors, administrators and assigns, from the feast day of St. Michael
the archangel last past unto the end of the term of three years from
thence next ensuing, and fully to be ended (if the said Richard shall so
long continue rector of the church aforesaid); Yielding and Paying
therefore yearly, during the continuance of this demise, unto the said
R. E. or his assigns, the rent or sum of 40*l.* at the feasts of the An-
nunciation of the Blessed Virgin Mary and St. Michael the archangel
by equal portions, at or in the now dwelling-house of the said R. E.
H. aforesaid; and rendering also and delivering yearly to the said Rich-
ard or his assigns, at the place aforesaid, two good cart-loads of wheat
straw, and one good cart-load of good barley straw on the 21st day of
December, during the said term: *Provided* that nothing herein contain-
ed shall extend or to be construed to give to the said Robert, or his
assigns, any interest or right in or to any the glebe land and appurte-
nances or homestall of the said parsonage, or in or to any sums payable
by reason of burials in the chancel, the Easter book, mortuaries or be-
riots, or in or to any offerings, obligations and ancient compositions
the profits of the church-yard, or any other dues or profits payable to
of right demandable by the rector of the church aforesaid for the time
being, save only in and to the tithes and tenths above particularly and
expressly mentioned to be hereby granted: *Provided also*, that if the
said Richard shall, during this demise, depart this life or resign the said
parsonage, or the said church become vacant by any other lawful avoid-
ance, then he the said Robert, his executors and assigns, shall not pay
or render any other or more rent than what shall be proportionable to
the value of such or so much of the said tithes, as he or they shall have
received by virtue hereof to the time of such avoidance: And the
said Robert doth hereby for himself, his executors and administrators
covenant and grant to and with the said R. E. his executors and assigns
that he the said Robert, his executors or assigns, shall and will well and
truly pay and render, or cause to be paid and rendered to the said R. E.
his executors or assigns, the said several rents of money and straw in
manner aforesaid; And the said R. E. doth hereby covenant with the
said Robert and his assigns, that he and they shall and may lawfully re-

ceive and enjoy the said tithes hereby granted, and at all times during the continuance of this demise, under the covenants, grants and provisions aforesaid, without the let, denial, demand or incumbrance of him the said *Richard*, or any other person claiming or to claim by or under him: *And lastly*, it is hereby mutually agreed by and between the said parties hereunto, that the said *R. E.* and his assigns, shall and will bear and pay to the said *Robert* and his assigns, upon his and their request, one moiety or half part of all charges of suit to be expended by the said *Robert* or his assigns, in any suit to be commenced at law or in equity, for recovery of any tithes hereby granted, so as the said *Richard* do receive again of the said *Robert*, or his assigns half the sums of money which the said *Robert* shall recover in such suit, over and above the single value of such tithes so to be with-held, and so as such suit or suits be not occasioned by or through the default, miscarriage or evil demeanour of the said *Robert*, his executors or administrators, or his or their servants or assigns, in setting out, collecting or receiving the same tithes, *In Witness, &c.*

Covenant for quiet enjoyment.

An agreement that the lessor shall pay half law charges, if any be, in recovering the tithes, if not through the lessee's default or misdemeanor.

Another.

THIS Indenture, &c. Between the reverend *A.* clerk, rector of the parish church of *R.* in consideration, &c. of the one part, and (3 *lessees*) of the same parish of the other part, *Witnesseth*, that for and in consideration of the yearly rents, covenants, conditions and agreements herein after mentioned, reserved and contained on the part and behalf of the said (3 *lessees*) their executors, administrators and assigns, to be paid, performed, fulfilled and kept, and for other good causes and considerations him the said *A.* hereunto moving, *He* the said *A.* hath demised, leased and to farm letten, and by, &c. unto the said (3 *lessees*) All those tithes and tenths of corn, grain, hay, wool, lamb, milk, and all other tithes, dues and duties whatsoever, and of what nature or kind soever, yearly arising, increasing, growing and becoming due, and payable within or out of the township or parish of *R.* aforesaid, and the fields, liberties, precincts and territories thereof, or of any part thereof, which belong to the said *A.* as rector or parson of the said parish of *R.* Together with the full use and benefit of the great hay and hay barns, hovels, situate in the yard or backside of and belonging to the parsonage house of *R.* for the putting and lodging their corn, grain and hay therein, and also the free use of the said yard or backside, to feed and fodder their cattle, hogs and poultry therein, together also with full and free liberty of ingress, egress and regress, for them the said — their executors, administrators and assigns, with their servants, workmen, horses, carts and other carriages, and by and through all the usual ways and passages to enter and come into and upon the said barns, hovels, and yard or backside, at all times during the continuance of the demise hereby

Demise.

Tithes.

Use of tithe, barns and liberties, &c.

Exceptions.

hereby made; *Except and always reserved* out of this present lease unto the said *A.* all and all manner of *Easter* offerings, mortuaries, christenings, churchings, marriages, burials, and also the tithe of wool, lamb, milk, honey, and all other tithes, dues and duties that are paid and usually reckoned as small tithes in, upon, or of the town, fields, liberties or precincts of *Little Manby* in the said parish of *R.* and also except and reserved unto the said *A.* all the tithe of wood or composition for the same, in and belonging to the said rectory or parsonage, and likewise all and all manner of tithe, that may be had, claimed, or taken for the glebs lands belonging to the said rectory, and now in the occupation, &c. and all full and free liberty for him the said *A.* and his assigns, at least four times in the year, during the continuance of this demise, to come into and upon the said barns and hovels, or any part thereof, to view and see the conditions and reparations of the same, and to give orders for the thatching, daubing and mortering thereof, when and where wanting; *To have and to hold*, receive, take and enjoy the said tithes or tenths of corn, grain, hay, wool, lamb, milk, use of the said barns, hovels and backside, and all and singular other the herein before mentioned and intended to be hereby demised tithes and premises, with their appurtenances. (except as herein before is excepted) unto them the said ——— their executors, administrators and assigns, (in three equal proportions, and without any benefit or advantage of survivorship to be had or taken by any or either of them, in manner as herein after mentioned) from the feast-day of the annunciation of the blessed virgin *Mary* last past, for and during, and unto the full end and term of three years from thence next ensuing, and fully to be complete and ended, if he the said *A.* shall so long live and continue rector of the parish of *R.* aforesaid, *Yielding and paying* therefore yearly and every year, during the continuance of this demise, unto the said *A.* or his assigns, at or in the parsonage house aforesaid, the yearly rent or sum of 100 l. of, &c. at or upon the four most usual feasts or days for payment of rent in the year, *viz.* the feast days of the nativity of *St. John*, Baptist, &c. by four even and equal portions; the first payment whereof to begin and be made on the feast day of *St. John* Baptist now next ensuing; *And rendering* and delivering yearly unto the said *A.* or his assigns, at the place aforesaid, (if by him or them so required) three good cart loads of wheat-straw or stubble for thatching on the 21st day of *December*, during the continuance of the said term; *He* the said *A.* or his assigns, paying and allowing unto them the said ——— their executors, administrators and assigns, for the said wheat straw or stubble, and a good and sufficient town bull to be by them provided for the use of the said parish, and to go and pasture with the town herd or beasts thereof, the sum of four pounds for the whole term, in such manner as herein after is mentioned; *And* the said *(three lessors)* for themselves severally, and not jointly, and for their several respective executors, administrators and assigns, and every of them, covenant, grant and agree to and with the said *A.* his executors, administrators or assigns, by these presents, in manner as follows, *viz.* that they the said ——— some or one of them, their, some or one of their executors, administrators or assigns, shall and will yearly and every year during the continuance of this demise, well and truly pay, or cause to be paid unto the said *A.* his executors, administrators or assigns, the

Habendum.

Reddendum.

Money rent.

Straw rent.

Lessees covenant,

to pay and render rents.

said yearly rent or sum of 100 l. of such lawful money as aforesaid, upon the four feast days herein before mentioned and appointed for payment thereof; and also render and deliver yearly unto the said A. or his assigns, if by him or them so required, the said three loads of wheat straw or stubble, according to the several reservations thereof, in manner as aforesaid, and the true intent and meaning of these presents; And also shall and will from time to time, and at all times, during the continuance of this demise, bear, pay and discharge all and all manner of taxes, levies, rates, duties and assessments whatsoever, that shall be assessed, charged or chargeable upon, or payable out of, or for or in respect of the said hereby demised tithes and premises, or any part thereof, by any law or custom now in force or hereafter to be made, (other than and except the land tax usually paid by landlords, and which is to be paid by the said A. or his assigns, or to be allowed by him or them out of the said hereby reserved yearly rent of 100 l.) and thereof, and of and from every part thereof, shall and will acquit, exonerate and discharge, as well the said A. and his assigns, as also the said hereby demised tithes and premises; And also that they the said — nor any or either of them, shall not nor will, at any time during the continuance of the said term, demise, let, set or assign over the said hereby leased tithes and premises, or any part thereof, to any person or persons whomsoever, without the licence and consent of the said A. or his assigns in writing under his or their hand and seal, first had and obtained for that purpose; And also that they the said — their executors, administrators and assigns, or some or one of them, at their own proper costs and charges, shall and will from time to time, and at all times during the continuance of the term hereby demised, when, where, and as often as need or occasion shall be or require, cause the said two barns and hovels to be well and sufficiently repaired and amended, with thatching, daubing, or mortering only, and the same being so well and sufficiently repaired and amended with such thatching, mortering or daubing as aforesaid, shall and will (at the end, expiration, or other sooner determination of this present lease, which shall first happen) peaceably and quietly leave, surrender, and yield up unto the said A. or his assigns; And also shall and will, at their like costs and charges, during the continuance of this demise, find and provide a good and sufficient town bull, to go and pasture with the town herd of beasts of the said parish of R. and for the use and benefit of all the inhabitants of the said parish; And the said A. for himself, his executors and administrators, doth hereby covenant, grant and agree to and with each of them the said — their executors, administrators and assigns, in manner as follows, viz. that he the said A. (in consideration of such straw or stubble to be by them the said — their executors or administrators, yearly delivered, so required, and of such town bull to be by them so provided for the said parish, in manner as aforesaid), shall and will, out of the last yearly rent hereby reserved and payable, allow and pay to them the said — their executors or administrators, the full sum of four pounds of lawful money, to be divided in three equal parts amongst them; and that it shall and may be lawful to and for them the said — their executors and administrators, to retain and deduct the said sum of four pounds in the proportions aforesaid out of such last yearly rent hereby reserved accordingly; And further, that they the said — their executors,

Also all taxes.

Not to let without lessor's consent.

To repair.

And find a town bull.

Lessor's covenant for lessor's quiet enjoyment, and for allowing 4 l.

Power of re-
entry.

As to avoid-
ance.

Mutual
agreements
between les-
sees, as to
payment of
the rent, &c.

cutors, administrators, and assigns, (paying the said yearly rent of 100*l.* and delivering to the said *A.* or his assigns, the said three loads of wheat straw or stubble, in manner and according to the several reservations thereof as aforesaid, and also performing, fulfilling and keeping all and every the covenants, conditions and agreements herein and hereby mentioned and contained on their parts to be paid, done and performed, according to the true intent and meaning of these presents) shall and may lawfully, peaceably and quietly have, hold, take, receive, occupy, possess and enjoy all the said tithes, use of the said barns, hovels and backside, and all and singular other the herein before demised premises, with their appurtenances, (except as first above is excepted) for and during all the said term of three years hereby demised, (if he the said *A.* shall so long live and continue rector of the parish of *R.* aforesaid) without any let, suit, trouble, eviction, hindrance, interruption or disturbance whatsoever, of or by the said *A.* or any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, or by or with his consent, privity, means or procurement: *Provided always,* and these presents are upon this condition nevertheless, and it is the true intent and meaning of these presents, that if it shall happen the said yearly rent of 100*l.* herein before reserved, shall be behind and unpaid, in part or in all, by the space of 30 days next after any or either of the said feast days, on which the same ought to be paid as aforesaid (being lawfully demanded) or the said three loads of wheat-straw or stubble shall not yearly be rendered or delivered (if so required) according to the several reservations thereof, in manner as aforesaid; or if the said ——— any or either of them, their, any or either of their executors or administrators, shall at any time or times, during this demise, let, set, assign or depart with their, any or either of their interest or possession of and in the said hereby leased tithes and premises, or any part or parcel thereof, to any person or persons whomsoever, without the special licence and consent of the said *A.* in writing under his hand and seal first had and obtained for that purpose; that then, in any or either of the cases aforesaid, it shall and may be lawful to and for the said *A.* at any time then afterwards, into and upon the said hereby demised premises, or any other part thereof, in the name of the whole to re-enter, and the same, and every part thereof to have again, repossess and enjoy, as in his former estate; any thing herein contained to the contrary thereof in any wise notwithstanding; *Provided also,* and it is hereby agreed and declared by and between all the parties hereto, that in case the said *A.* shall, during the term hereby demised, depart this life or resign the said rectory or parsonage, or that the same shall become vacant by any other lawful avoidance, or otherwise, that then in any or either of the said cases, they the said ——— their executors, administrators and assigns, shall not pay or be obliged to render any other more rent than what shall be proportionable to the value of such or much of the said hereby leased tithes, as they shall have received by virtue of the demise hereby made, to the time of such avoidance as aforesaid; any thing, &c. *And lastly,* it is hereby covenanted, concluded upon and mutually agreed and declared by and between them the said ——— for themselves severally and respectively, and for their heirs and respective executors and administrators, in manner as follows, That as well the said yearly rent of 100*l.* so reserved as aforesaid,

also the said three loads of wheat straw or stubble, rendered and delivered when required as aforesaid, as likewise all such charges for taxes to be paid and made as aforesaid, and of the said town bull to be provided as aforesaid, shall be by them the said — their respective executors, administrators and assigns, paid and rendered, made and provided, in three equal parts and proportions, share and share alike, at all times during the continuance of the term hereby demised, and also at the end or other determination thereof; *And further*, that no benefit or advantage of survivorship whatsoever shall be had or taken by any or either of them the said *B. C.* and *D.* or their or any of their executors or administrators, in case of any of their deaths during this demise, but that the survivors and survivor of them, his executors and administrators, shall, during the continuance of the demise hereby made, be intended to and possessed of all and singular the tithes and premisses (subject nevertheless to the rents and covenants herein above reserved and contained, in manner as follows) to wit, as to one third part thereof (the whole in three equal parts to be divided) the same shall go and belong to the said *B.* his executors and administrators; as to one other third part thereof, the same shall go and belong to the said *C.* his executors and administrators; and as to the other third part thereof, the same shall go and belong to the said *D.* his executors and administrators.

Survivorship:

In Witness, &c.

Lease for 1000 Years by way of Mortgage for Security of the Purchase Money, prior to the Conveyance of the Premises to the Purchaser.

THIS Indenture Tripartite, &c. Between *R. B.* of the first part, *W. S.* of the second part, and *W. P.* a person named on behalf of and in trust for the said *R. B.* of the third part. *Whereas* the said *W. S.* hath agreed with the said *R. B.* for the absolute purchase, to him and his heirs, of the capital messuages, &c. herein after mentioned to be demised or granted, with their appurtenances, for the term of 2600 *l.* *And whereas* the said *W. S.* is to pay down of the said purchase-money of 2600 *l.* unto him the said *R. B.* the sum of 600 *l.* the said *W. S.* part, and hath agreed that the said capital messuage, &c. herein after mentioned, shall be mortgaged for the better securing of the payment of the sum of 2000 *l.* the remainder of the said purchase sum of 2600 *l.* with interest for the same after the rate of 5 *l.* per cent. according to the meaning of the proviso or condition hereafter in these presents mentioned or contained; and that the said *R. B.* shall by deed of lease and convey the said premises subject to these presents, unto the said *W. S.* and his heirs: *Now this Indenture witnesseth*, that in consideration thereof, and for the securing the true payment of the said sum of 2000 *l.* with interest for the same after the rate aforesaid; and

*Habendum to
W. P. for
1000 years.*

*Confirmation
by W. S.*

*To be void
on payment
of 2000*l*.*

*This inden-
ture not to
be a forfeit-
ure of any
thing to be
contained in
the release.*

*W. P. de-
clares him-
self
trustee for
R. B.*

*May sue in
W. P.'s
name.*

*Assign the
premises to
R. B.*

in consideration of the sum of 5*s*. of, &c. to him the said R. B. by the said W. P. in hand, at, &c. He the said R. B. Hath, by and with the consent, direction and appointment, of the said W. S. testified by his being a party to these presents, and signing and sealing the same, bargained, sold, demised, and to farm let, and by these presents Doth, &c. unto the said W. P. his executors, administrators and assigns, All that, &c. To have and to hold the said, &c. unto the said W. P. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and until the full end and term of 1000 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste; *Yielding and Paying* therefore yearly, during the said term, the rent of one pepper-corn only, on the feast-day of, &c. if it shall be lawfully demanded; And the said W. S. for the consideration aforesaid, Doth by these presents ratify and confirm the said estate, term and premises, for and during all the said time or term of 1000 years, unto the said W. P. his executors, administrators or assigns; *Provided always*, and upon condition, that if the said W. S. his heirs, executors, administrators and assigns, or any of them, do or shall well and truly pay, or cause to be paid unto the said W. P. his executors, administrators or assigns, at or in the Inner Temple Hall London, the full sum of 2000*l*. of, &c. in manner and form following: that is to say, in or upon the — day of, &c. now next coming the day of the date of these presents, 50*l*. part thereof, in or upon the — day of, &c. the full sum of 2050*l*. and do make the said payments without any deduction or abatement, for or by reason of any parliamentary or other taxes, charges or assessments whatsoever; that then and from thenceforth, this present grant, bargain, sale, demise and lease, and every article, clause and thing therein contained, shall cease, determine and be void; this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. (W. S. covenant with W. P. to pay the said sum): *Provided always*, and it is hereby declared and agreed by and between the parties to these presents, and it is their true intent and meaning, that neither these presents, nor any thing herein contained, shall be or extend, or be deemed, construed or taken to be any breach, forfeiture or infringement of any covenant, clause or agreement, contained or to be contained or specified in the said indenture of grant or release and conveyance, intended to bear date the next day but one after the date hereof, and to be made by him the said R. B. to him the said W. S. and his heirs, of the said capital messuage three closes, and other the premises, with their appurtenances, according to the agreement aforesaid; And the said W. P. doth hereby declare, that his name in these presents is made use of at the nomination and in trust for the said R. B. his executors, administrators and assigns; and that the said sum of 2000*l*. and the interest to accrue for the same is the proper money of the said R. B. and that the said R. B. his executors, administrators and assigns, shall and may enter for non-payment thereof, and sue and bring any action in the name of him the said W. P. his executors, administrators or assigns, for or concerning the same. And further, that he the said W. P. his executors and administrators shall and will, at the request, costs and charges, of the said R. B. his executors or administrators, grant and assign over these presents unto the said R. B. his executors or administrators, or to such other person

persons, as he or they shall direct and appoint. And lastly, (W. S. to enjoy the premises until default in payment). In Witness, &c.

Lease of Offices in Barbadoes. Perused and settled by Mr. Serjeant Selby.

THIS Indenture Tripartite, made, &c. Between R. M. of Gr. esq; of the first part, J. W. of the island of B. esq; of the second part, and T. J. of London, merchant, of the third part. Whereas late majesty king Charles the Second, by his letters patent, bearing date, &c. (recite the same short) as by the said in part recited letters patent, relation, &c. And whereas the said J. W. from and before the feast-day of St. Michael the Archangel now last past, (by virtue of an agreement for that purpose) was and now is in the execution of the said office, as deputy to the said R. M. Now this Indenture witnesseth, that the said R. M. (for the consideration of the yearly rents and covenants hereafter in these presents reserved and expressed, and for divers other good causes and valuable considerations, him the said R. M. hereunto moving) Hath granted and demised, and by these presents doth depute, constitute and appoint the said J. W. his lawful and sufficient deputy of and in the said offices and places of secretary and clerk of the said island of B. And he the said R. M. doth hereby also grant and demise unto the said J. W. All the fees, profits, perquisites and advantages whatsoever, to arise or be had or made of the said offices and places, To hold, execute and enjoy the said offices and places, and to have, take and receive, all and every the fees, profits, perquisites and advantages whatsoever, arising by virtue of the said offices and places, unto the said J. W. his executors, administrators and assigns, &c. for, &c. seven years from thence next ensuing, and fully to be compleat and ended, (if he the said R. M. shall so long live); Holding and Paying therefore yearly and every year, during the continuance of the said term, unto the said R. M. his executors, administrators and assigns, the yearly rent or sum of 420 guineas, at or in the common dining hall of the Inner Temple, London, at the four most usual feasts or quarter-days of payment in the year, viz. Of, &c. and also yielding and paying yearly and every year, during the continuance of the same term hereby demised, unto the said R. M. his executors, &c. at the place aforesaid, upon the ——— day of ——— in any of the said years, 200 lb. weight of fine white sugar. And the said R. M. for himself, his executors administrators and assigns, Doth covenant, promise, grant and agree to and with the said T. J. his executors and assigns, by these presents, that it shall or may be lawful

Recital of the king's letters patent

And that lessee was now in possession, &c.

Consideration.

Deputation and demise of the places, &c.

Habendum.

Reddendum.

Money rent.

Reddendum the sugar rent.

For the lessee's quiet enjoyment.

Note, Mr. W. being under age and beyond sea, lessor covenants with the person.

The third person's covenant for payment of the yearly rent to lessor by lessee,

If lessor before end of term die between quarter days, to pay to his executors, &c. *pro rata* for the time after such quarter-day.

A power for lessee to determine present lease before expiration on giving a year's notice, &c.

to or for the said *J. W.* his executors or assigns, to hold, execute, and enjoy the said offices and places for the term aforesaid, (if he the said *R. M.* shall so long live) and the profits and advantages, issuing and arising thereout, to take and receive to his and their own proper use and benefit, without any let, suit, trouble, interruption, or disturbance of him the said *R. M.* or any other person or persons whatsoever, claiming or to claim from, by or under him. And the said *J. T.* for himself, his heirs, executors and administrators, *Doth*, for and on behalf of the said *J. W.* covenant, promise, grant and agree to and with the said *R. M.* his executors, administrators and assigns, by these presents, in manner as follows, *viz* That he the said *J. W.* shall and will, by and out of the fees, perquisites and profits of the said offices and places well and truly pay, or cause to be paid unto the said *R. M.* his executors, administrators and assigns, for and during the said term of seven years, (if the said *R. M.* shall so long live) the said yearly rent or sum of 420 guineas and the 200 *lb.* weight of fine white sugar, at the time and place by these presents appointed for the payment thereof; And also in case the said *R. M.* shall die before the expiration of the said term and between any of the said feasts or quarter-days of payment, then and in such case the said *J. W.* or his assigns, shall pay to the executors, administrators or assigns of the said *R. M.* *pro rata*, and proportionably out of the said annual rent of 420 guineas, for the time the said *R. M.* shall die, after such feast day or day of payment: *Provided always*, and lastly it is hereby agreed and declared by and between the said parties hereunto, and the true intent and meaning of them as of these presents is, that if the said *J. W.* shall at any time during the said term, be desirous to determine the grant and deputation hereby made, and shall give to the said *R. M.* a year's notice thereof, to commence from one of the said feast or quarter-days, that then (and at the end or expiration of such year, after such notice so given as aforesaid) this present grant, and the deputation hereby made, shall from thenceforth cease, determine and be void; and that then and in such case the said offices and places, and the fees, profits and perquisites thereof, shall from henceforth revert in the said *R. M.* and his assigns, and he and they shall have and enjoy the same as in his the said *R. M.* former estate; any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Another Lease of a Royalty, viz. Fishing, Hawking, Hunting, Appointment of Keeper of the Game. By Serjeant S.

Premises.

THIS Indenture, made, &c. Between *J. S.* of, &c. lord of manor of — in the county of — of the one part, *T. M.* of, &c. gent of the other part, *Witnesseth*, that the said *J. S.* (in consideration of the yearly rent and covenants herein after recited on the lessee's part to be paid and performed) *Have* demised, and by these presents *Doth* demise unto the said *T. U.* *All* that his the said *J. S.*'s fishery and liberty of fishing in the rivers of *B.* and *H.* and other his the said *J. S.*'s liberty of fishing and fishery in the county of *H.* (ex

H. (except in the park of *J. C.* esq; called *H.* park); And the said *J.* Except, &c.
S. Hath, and by these presents *Doth* also demise unto the said *J. U.* All

the liberty of hunting and hawking within the said manor, exclusive of all others, And doth hereby constitute and appoint him the said *T. U.* keeper of the game there; To have and to hold the said fishery, liberty of fishing and hawking and hunting aforesaid, with their and every of their appurtenances, (except before excepted) unto the said *T. U.* his executors, administrators and assigns, from the feast-day of *St. Michael the Archangel* next following the date of these presents, for and during, and unto the full end and term of five years from thence next ensuing, and fully to be compleat and ended; *Tielding and Paying*

Habendum.

Reddendum.

Lessee's covenant to pay rent.

To avoid the lease on default.

Quiet enjoyment.

therefore yearly and every year, during the said term of five years, unto the said *J. S.* his heirs and assigns, the yearly rent or sum of 3*l.* of, &c. at the two most usual feast days or terms in the year, viz. The annunciation, and *St. Michael*, &c. by even and equal portions, without any deduction or abatement whatsoever, for taxes, charged or imposed by parliament, or otherwise howsoever; And the said *T. U.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant, and agree to and with the said *J. S.* his heirs and assigns, by these presents, that he the said *T. U.* his executors, administrators and assigns, some or one of them, shall and will well and truly pay, or cause to be paid unto the said *J. S.* his heirs and assigns, the said yearly rent of 3*l.* at the days and times herein before limited for payment thereof, during the said term without any such deduction as aforesaid; *Provided always*, that if the said yearly rent or sum of 3*l.* or any part thereof, shall be behind and unpaid, in part or in all, by the space of

— days next after either of the feast-days abovementioned for payment thereof, during the said term; that then and from thenceforth it shall and may be lawful to and for the said *J. S.* his heirs or assigns, to avoid the said lease and re-enjoy the said premises, as in his or their former estate and estates, any thing, &c. And lastly, the said *J. S.* for himself and his heirs, doth covenant, promise and grant to and with the said *T. U.* his executors, administrators and assigns, by these presents, that he the said *T. U.* his executors, administrators and assigns, paying the said yearly rent of 3*l.* and performing the covenants and agreements herein before mentioned on his and their part and behalf to be performed and kept, shall and may from time to time, and at all times hereafter, during the continuance of the said term hereby demised, lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy the said fishery and premises, with their appurtenances above demised, and every parcel thereof, without the lawful let, suit, trouble, eviction or disturbance of him the said *J. S.* his heirs or assigns, or by any other person or persons whatsoever, claiming or to claim by, from, or under him or them, or any of them, or by his, their, any or either of their acts, means or procurement. *In Witness*, &c.

A reversionary

A reversionary Lease,

THIS Indenture, &c. Between Sir B. M. of, &c. of the one part, and C. N. of, &c. of the other part. Whereas the said Sir B. M. (by the name of B. M. gent.) by his indenture of lease, bearing date on or about the 28th day of March, which was in the year ——— Did demise and lease to J. K. of, &c. a certain close of land or ground, of which the piece or parcel of ground herein after mentioned to be hereby leased is part, for the term of 62 years, commencing from Lady-day next before the date thereof; And by another indenture of lease, bearing date on or about the 26th day of June, which was in the year of our Lord ——— the said Sir B. M. did demise or lease unto T. P. of Thawies Inn, London, gent. the said close of land or ground, (of which the said piece or parcel of ground herein after mentioned to be hereby leased is part) from the end or other sooner determination of the said term of 62 years, for the further term of 18 years, as by the said in part recited indenture of lease may more at large appear. Now, &c. that for and in consideration of the sum of 50 l. of, &c. to the said Sir B. M. paid by the said C. N. the receipt, &c. and also in consideration of the yearly rents, covenants and agreements herein after reserved and contained, and which on the tenant's or lessee's part and behalf shall grow due to be paid, done and performed, He the said Sir B. M. Hath demised, leased, and to farm letten, and by, &c. All that piece of ground, &c. the piece of ground, messuages, &c. in M. street, as described in a lease from an under-lessee of K. to Mr. N. To hold said piece of ground, &c. unto the said N. his executors, &c. from Lady-day, which will be in the year of our Lord ——— (at which time the last of the before recited indentures of lease will expire) for and during the full time and term, and unto the full end and term of 59 years from thence next ensuing, and fully, &c. Yielding and Paying therefore yearly and every year, during the said term of 59 years hereby demised, unto the said B. M. his heirs or assigns, the yearly rent or sum of 5 l. (being the same rent as paid by N. in his other above lease) (With usual covenants as in other leases.) In Witness, &c.

Another.

Between lord M. baron of O. of the one part, and J. M. of, &c. of the other part, *Witnesseth*, that the said lord M. for and in consideration of the faithful services of the said J. M. to the late C. earl of M. and also in consideration of the surrender of a lease, dated, &c. whole, &c. are demised to the said J. M. To hold to the said J. M. his heirs and assigns, from the 25th of March last, for his life, and the lives of A. B. and the longer liver; and also for and consideration of the yearly rent and covenants, &c. the said lord M. demises to the said J. M. (the premises granted to him, his heirs and assigns); To hold for 1 years, to commence from determination of the term or estate granted to his heirs or assigns; Yielding, &c. (during the term or estate granted to him, his heirs or assigns, 20 s. a year; And Yielding, &c. (for the term hereby demised, to him, his executors, administrators and assigns, 5 s. a year; if said rents be behind, and no sufficient distress for rents and arrears can be found on the premises, then lawful for lord M. to re-enter; that J. M. will pay rents, keep premises in repair having sufficient timber; warranty from lord M. to J. M. for the terms and estate; and lord M. grants, constitutes and appoints A. and B. jointly and severally his attorneys, to enter and take possession and seisin, and seisin and possession to deliver to J. M. or his certain attorney, to his use, ratifying what said attorneys or either of them shall do). In Witness, &c.

Proviso.
Covenants.

A Building Lease.

THIS Indenture, &c. Between N. B. doctor in physick, R. W. of, &c. and R. C. of, &c. of the one part, and J. E. of, &c. of the other part, *Witnesseth*, that as well for and in consideration of the great costs and charges the said J. E. hath already been and shall be in building and finishing several new brick messuages or tenements on the ground hereunder leased; and in consideration of the yearly rent and covenants hereafter in and by these presents reserved, mentioned and contained on the part and behalf of the said J. E. his executors, administrators and assigns, to be paid, done and performed; as also in consideration of 5 s. of, &c. to the said N. B. R. W. and R. C. or one of them, in hand paid, at or before the sealing and delivery of these presents, the said R. W. and R. C. by the direction and appointment of the said

said *N. B.* testified by his being a party to, and signing and sealing of these presents, *Have* leased, set, and to farm letten, and by these presents do lease, set, and to farm let unto the said *S. E.* All that piece or parcel of ground, late part of a certain field, close or ground belonging to the town of *B.* near *Gray's-Inn* in the parish, &c. being at the North-East corner of the part of *Red-Lion Street*, which is next *Theobald's Way*, containing in front next *Red-Lion Street*, being Westward, 55 foot of assize or thereabouts, in the rear, being Eastward, 51 foot of assize or thereabouts, and on the South side next the ground and buildings let to *S. W.* 86 foot nine inches of assize, or thereabouts, together with all ways, passages, profits, commodities, and appurtenances whatsoever to the said piece or parcel of ground and premises hereby leased, belonging or appertaining, therewithal designed to be used and enjoyed; *To have and to hold* the said piece or parcel of ground, and all erections and buildings now and hereafter to be erected and built, and all and singular the premises, with the appurtenances hereby leased, unto the said *J. E.* his, &c. from, &c. until the full end and term of 70 years from thence next ensuing and fully to be complete and ended; *Yielding and paying*, for the first year of the term hereby leased, the rent of one pepper-coin on the last day of the same year, if the same be lawfully demanded; *And Yielding and Paying* therefore yearly and every year, during the last 69 years of the time hereby leased, unto such person or persons to whom the immediate reversion of the said premises shall appertain, the yearly rent or sum of 8 l. of, &c. on the four most usual feast-days, &c. *And, &c.* (*Covenant to pay the rent.*) And that be the said *J. E.* his executors, administrators and assigns, or some of them, shall and will, at his, their or some of their own proper costs and charges, on or before, &c. well and sufficiently tile and finish the said intended messuages or tenements, and from thenceforth at his and their like costs and charges well and sufficiently repair, uphold, support, sustain, maintain, amend and keep the said intended messuages, tenements or buildings, and that from time to time, and at all times during the said term, when, where or so often as need or occasion shall be or require; *And also* shall and will, at his and their, or some of their own proper costs and charges, well and sufficiently pave, purge, scour, cleanse, glaze, empty, amend and keep all and singular the pavements, gutters, sinks, scidges, wydraughts, glass and glazed windows whatsoever, which now or hereafter shall belong to or be used with the said brick messuages, tenements and premises, from time to time, and at all times during the same term, when, where and so often as need or occasion shall be or require; *And* the said brick messuages, or tenements and premises, so being well and sufficiently finished, repaired, upheld, supported, sustained, maintained, paved, purged, scoured, cleansed, glazed, emptied, amended and kept at the end of the said term hereby demised, or other sooner determination of this present lease, which shall first and next happen, peaceably and quietly shall and will leave, surrender, deliver and yield unto such person or persons to whom the right of the premises shall then belong. *And moreover*, that it shall and may be lawful as well to and for the said *R. W.* and *R. C.* their executors, administrators and assigns, or any of them, as also to and for the mayor, bailiffs, burgesses and commonalty of the town of *Bedford*, and all others concerned with workmen or others in their or any of their companies

Covenant to finish the houses.

To repair.

To deliver up at the end of the term.

View by lessors, &c.

or without, twice or oftner in every year yearly during the said term hereby leased, at any seasonable time in the day-time to enter and come into and upon the said messuages, or tenements and premisses, and into every or any part thereof, there to view, search and see the state and condition of the reparations thereof, and of all such defects, defaults, and wants of reparations thereof, and of all such defects, defaults, and wants of reparations and amendments as shall be then and there found, to give or leave notice or warning thereof in writing at the said premisses, unto or for the said J. E. his executors, administrators and assigns, to repair and amend the same. *Provided always*, that if it shall happen the said yearly rent or sum of 8 l. or any part thereof, shall be behind, &c. (to re-enter, &c.)

A Building Lease of Houses within the Liberty of the City of London.

THIS Indenture, made, &c. Between A. of, &c. of the one part, and R. D. of, &c. of the other part, *Witnesseth*, that as well in pursuance and performance of a certain memorandum or agreement, bearing date the 21st day of ——— now last past, *And also* in consideration of the great costs and charges which he the said B. hath been and will be at in taking down the old messuage, and all buildings now standing on one of the pieces or parcels of ground herein after demised, (which he is at liberty to do, and to take and convert to his own proper use all the old materials thereupon) and in the erecting and building two new brick messuages or tenements upon the said piece of ground, and the other piece of ground herein after demised, in pursuance of his agreement for that purpose contained in the before mentioned memorandum or agreement, in such manner as therein and herein after is mentioned, as likewise in consideration of the yearly rent, covenants, conditions and agreements herein after reserved, expressed and contained, by and on the part and behalf of the said R. D. his executors, administrators and assigns, to be paid, done and performed, *He* the said A. *Demise.* Hath demised, leased, set and to farm letten, and by, &c. unto the said R. D. his executors, administrators and assigns, *Parcels.* All that the said piece or parcel of ground whereon the said old messuage, or tenement and buildings now or late stood, situate, lying and being at the end of Plough-Court, alias Plough-Yard, in or near Fetter-Lane, alias Fewter-Lane, in the parish of St. Andrew, Holborn, London, on the West side of two new messuages or tenements there lately built by, and now belonging to the said A. and which adjoin to a piece or parcel of ground unbuilt, (being the other piece of ground herein after demised) on the East side thereof; and also all that the said other piece or parcel of ground unbuilt, situate, lying and being in Plough-Yard, alias Plough-Court aforesaid, next adjoining to the said two new houses there lately built by the said A. which said hereby demised two pieces or parcels of ground

General words.

Exceptions.

Habendum.

Reddendum a
pepper-corn for
first year.Reddendum 14 l.
per ann. for the
last 60 years.Lessee's cove-
nants, viz.To take down
the old mes-
suage,and to convert
the materials to
his own use.To build two
new brick mes-
suages, &c.

ground adjoin to each other, and which, with the abutments and numbers of feet on the West, North, East and South sides thereof, are more particularly and exactly delineated and described in the plan or ground-plot of the premises, in the margin heretofore mentioned and set forth, To-
 gether with the two new messuages or tenements, and all other erections and buildings now erecting and building or to be erected and built thereon, pursuant to the aforesaid memorandum or agreement, and the covenant herein after contained for that purpose; And all vaults, cellars, areas, ways, passages, drains, waters, water-courses, lights, easements, profits, commodities, emoluments and appurtenances whatsoever belonging, and which shall belong to the said hereby demised premises, or any part or parcel thereof; *Except nevertheless, and always reserved* out of this present demise, unto the said A. his heirs and assigns, and all other persons, proprietors and landlords of houses in *Plough-Yard* aforesaid, the free passage and running of water and soil coming out of and from the other houses or tenements in *Plough-Yard* aforesaid, in, by and through the channels and drains belonging to the said hereby demised premises, as have or hath been formerly used; such other persons or their tenants, upon reasonable request, paying their share and proportion of the charges of cleansing and repairing the said channels and drains as often as need shall require; *To have and to hold* the said two pieces or parcels of ground, two new brick messuages or tenements, erections and buildings, and all and singular other the herein before mentioned and intended to be hereby demised premises, with their and every of their appurtenances (except as before excepted) unto the said R. D. his, &c. from, &c. for, &c. *Yielding and paying* therefore, for the first year of the said term, the rent of one pepper-corn only, on the last day of the same year, (if the same shall be lawfully demanded); *And yielding and paying* therefore, yearly and every year during the last 60 years, residue of the said term of 61 years, unto the said A. his heirs and assigns, the yearly rent or sum of 14 l. of lawful money of *Great Britain*, at or upon the four most usual feasts or quarter days for payment of rent in the year, viz. &c. by four even and equal portions; the first of which quarterly payment is hereby agreed shall begin and be made upon, &c. *And* the said R. D. for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said A. his heirs, executors, administrators and assigns, and to and with every of them, by these presents, in manner as follows, viz. *That* he the said R. D. his executors, administrators or assigns, shall and will forthwith, at his and their own proper costs and charges, wholly take down the said old messuage, tenement, and buildings, now or late standing upon part of the said hereby demised ground and premises; *Which* he and they are at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper use and benefit, without being liable to render or give any account for the same to the said A. his heirs or assigns; *And also* that he the said R. D. his executors, administrators or assigns, shall and will, at his and their like proper costs and charges, on or before the 24th day of *June* now next ensuing, and which will be in the said year of our Lord —, in a good, substantial, and workman-like manner, erect, build, perfect and completely finish two good new messuages or tenements on the said hereby demised pieces or parcels of ground, or some part thereof; and shall

and will build the same with and of good and well burnt bricks, made according to the statute in that behalf lately passed and provided, and mortar made with good lime and sand well mixed, without any earth or loam, (saving that the rubbish of the old walls may be used therein, being well mixed with a proper quantity of new lime); the height of stories, thickness of walls, and scantlings of timber, to be such as are directed and appointed according to the late act of parliament, and in such manner as new houses are now used and built in the city of London: And that the said two new houses shall be built in front next the said court or yard, to range with the said two new messuages there now built by the said A. And that as to the uppermost of the said two houses so to be built, the same shall not exceed, extend or be above three feet forward in building than the other houses there adjoining on the West side, and lately purchased by Mr. W. And further also, &c. (Covenant to pay the rent, &c. usual covenants.) In Witness, &c.

To range, &c.
and not to exceed above
three feet, &c.

One of the Duke of B.'s Leases as to Building.

THIS Indenture, &c. Between the most noble W. duke and earl of B. marquis of T. lord R. baron R. of T. baron H of S. of the one part, and E. E. of, &c. of the other part; Whereas there are two houses lately fallen down and now in ruins in H. street in the parish of — and other adjacent houses are by their fall so greatly damaged and impaired, that it is feared they likewise soon will fall into the same unhappy condition, if not timely prevented, one of which said houses contains in front twenty one feet and six inches of assise, more or less, which now is in a shattered and ruinous condition, occasioned by the fall of the said two other houses, whereof one was thereunto next adjoining, (parcel of the estate and hereditaments in the said parish of, &c. of his grace the said duke of B.) late was in the tenure or occupation of him the said E. E. by virtue of an agreement by him made with H. S. esq; commissioner and agent for his grace the said duke of B. for and on behalf of the most noble W. late duke of D. (then guardian and trustee to his grace the said duke of B. in his minority) and on behalf also of the said duke of B. bearing date the 21st day of February in the year, &c. for the term of seven years, commencing upon Michaelmas day then next ensuing, at and under the yearly rent of 60 l. and other the reservations, covenants and conditions therein expressed and contained: In Consideration of which agreement, the said E. E. laid out a considerable sum of money in and about the repairs and improvements of the premises, which, with the embezzlement of his goods, and great damage and loss of his furniture and moveables, in the sudden and hasty removal of the same, is altogether lost to him: Now this Indenture witnesseth, that as well for and in consideration of the costs and charges the said E. E. will be at in taking down

Houses fallen
down.

down the old buildings, now standing on the piece or parcel of ground hereby after demised, (which he is at liberty to do, and to take, and convert to his own proper use all the old materials thereupon), and in erecting and building a new messuage or tenement thereupon, in manner herein after mentioned: *Also* in consideration of the surrender and yielding up into the hands of his grace the abovenamed duke of B. the said in part recited agreement, on which there is a term of four years from *Michaelmas* next ensuing the date hereof yet to come and unexpired of him the said E. E. of and in the same; *As also* of the yearly rent, covenants, conditions and agreements, herein and hereby after reserved, expressed and contained, by and on the part and behalf of the said E. E. his heirs, executors, administrators and assigns, to be paid, observed and performed, *The said W. duke of B. Hath* demised, leased, set, and to farm let, and by, *&c.* He the said duke of B. *Doth, &c.* unto the said E. E. his executors, administrators and assigns, *All* that piece or parcel of ground whereon the aforesaid ruinous messuage, tenement or dwelling-house, yet stands, late in the tenure or occupation of the said E. E. next adjoining to the house or ground towards the East, now agreed to be let unto J. J. of the said parish of ——— bricklayer, and towards the West adjoining to and abutting upon the house or ground now proposed to be let unto, and in the tenure or occupation of J. S. mercer, situate and being on the South side of H. street in the parish of ——— (*Which* said premises are more particularly and exactly delineated and described in the plan on the ground-plot of the premises in the margin hereof), together with the new messuage or tenement to be erected and built thereon, pursuant to the covenant for that purpose herein after contained *And* all vaults, areas, lights, ways, drains, water-courses, profits, commodities and appurtenances whatsoever, belonging and which shall belong to the said E. E. (except nevertheless and always reserved out of this present demise, the free passage and running of water and soil coming out of and from the other houses or tenements of the said duke of B. and his other tenants in the parish of ——— in, by and through the channels and drains belonging to the said demised premises, as have been formerly used; such other tenants, upon reasonable request, paying their share and proportion of the charges of cleansing and repairing the same, as often as need shall require; *To have and to hold* the said piece or parcel of ground, or tenement and premises hereby demised, or mentioned and intended so to be, with their and every of their appurtenances, (*Except* before excepted unto the said E. E. his executors, administrators and assigns, from, *&c.* for and during and unto the full end and term of 61 years from thence next ensuing, and fully to be complete and ended; *Yielding and paying* therefore for the first year of the said term, the rent of one pepper corn only on the last day of the same year, if the same shall be lawfully demanded); *And yielding and paying* yearly and every year during the 60 years residue of the said term of 61 years, at or in the steward's office, in or near the capital dwelling or mansion house of the said duke of B. situate, *&c.* and commonly now called, *&c.* the yearly rent or sum of 20*l.* of, *&c.* (being the best and most yearly rent that could now be got for the same) at or upon the four most usual feasts, *&c.* *And* the said E. E. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said W. duke of B.

Covenant to
take down the
old buildings,

his heirs, executors, administrators and assigns, and to and with every of them by these presents, in manner and form following, that is to say, that he the said *E. E.* his heirs, executors, administrators or assigns, shall and will within the space of twelve months next after the commencement of the said term herein before and hereby granted, at his and their own proper costs and charges, wholly take down the old buildings now standing in the said piece or parcel of ground hereby demised, which he and they are at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper use, *And* in a good substantial and workmanlike manner erect and build, perfect and finish a new messuage or tenement on the said piece or parcel of ground, even in front with other houses or tenements of the said duke of *B.* and shall and will build the same with and of good and well burnt bricks, made according to the statute in that behalf lately passed and provided, and mortar made with good lime and sand well mixed, without any earth or loam, (saving that the rubbish of the old walls may be used therein, being well mixed with a proper quantity of new lime), the height of stories, thickness of walls and scantlings of timber, to be such as are directed and appointed for the best and second rate buildings, in and by the act of parliament for rebuilding the city of *London*, or more, such new messuage or tenement to contain nine ground squares upon the flat, or more; and to contain in front 24 feet of assise, and no more, and in depth from North to South 86 feet of assise, or thereabouts. *And also*, (covenant to pay the rent); *And likewise* that he the said *R. E.* his executors, administrators or assigns, shall and will, from time to time during the term of this present demise, bear, pay and discharge all rates, duties and assessments to the church, parish and poor, sewers, trophy money, taxes on windows or lights, and finding and bearing arms to the militia: *And* shall and will also bear, pay and discharge all such rates and assessments, for or towards the maintenance of the rector and his curate, or assistant, and other church officers of the parish of — as shall during the term of this present demise be assessed by the churchwardens of the same parish at the time being, or any two of them, upon the said demised premises, or the inhabitant or inhabitants thereof for that purpose; *And* all other taxes, rates, duties and assessments imposed or charged, and which shall be imposed or charged on the said demised premises, or any part thereof; *Yet nevertheless* he and they to be allowed the land tax charged upon lands by the authority of parliament, yearly and every year during the last 60 years of the said term of 61 years, on his or their producing receipt or receipts for the same, as usual, in part of payment of the said reserved rent of 20*l.* per ann. for so much as shall be taxed and charged by act of parliament for the landlord for the time being to pay, or in proportion to the same reserved yearly rent. *And further*, that the said *E. E.* his heirs, executors, administrators or assigns, shall and will, from and after such time as the said new messuage or tenement shall be erected and built (as aforesaid) from time to time, and at all times during the continuance of the term of this present demise, at his and their own proper costs and charges, when and as often as need shall require, well and sufficiently repair, uphold, support, maintain, amend, scour, cleanse, empty and keep the same new messuage or tenement, and all other buildings and erections which during the term hereby

and build new ones.

Rent.
Taxes.

Parson.

All other taxes.

King's tax.

To repair,

and contribute
towards com-
mon sewers.

Re-entry on
non-payment,
or permit parti-
cular trades.

hereby granted shall be erected and built on the said demised piece or parcel of ground and premises, and all the walls, posts, pales, rails, fences, pavements, grates, sinks, drains and houses of office thereon belonging, and which shall belong to the same, in, by and with all manner of needful and necessary reparations, cleanings and amendments whatsoever; *And also* shall and will, together with the other tenants or lessees of the said parcel of new buildings on the South side of the said street, contribute his and their part, share and proportion of the expence and charge of sinking and building a new common sewer, of sufficient depth, to drain the cellars and vaults of the said new houses, pursuant and according to the covenant for that purpose by him made for rebuilding the premises as aforesaid; and from and after such time as the said new common sewer shall be sunk and built as aforesaid, shall and will from time to time, during the said term, bear, pay and allow a reasonable proportion for or towards the making, supporting, repairing and amending of all party walls, party-gutters, common sewers and drains, belonging and which shall belong to the said demised premises, or any part thereof, when and as often as need or occasion shall be and require; *And* the said messuage, or tenement and premises, and every part thereof, with the appurtenances, so being well and sufficiently repaired, &c. shall and will at the end, expiration, or other sooner determination of the said term, peaceably and quietly leave, surrender and yield up unto the said duke of B. or the person or persons who for the time being shall be intitled to the reversion or remainder of the premises expectant on the determination of the said term. *And moreover, (to wiew, &c.)* And that he the said E. E. his heirs, executors, administrators or assigns, shall and will upon demand repay to the said duke of B. or to the person or persons so to be intitled in reversion or remainder as aforesaid, all and every such sum and sums of money as he or they shall have expended and paid in, for or about the same. *And further,* that he the said E. E. his executors, administrators or assigns, or any of them, shall not nor will, at any time during the continuance of this present demise, do, or wittingly or willingly suffer any matter, act or thing, to be done in or upon the said demised premises, or any part thereof, that shall or may be or grow to the annoyance, grievance, damage or disturbance of the said now duke of A. his heirs or assigns, or the person or persons so to be intitled in reversion or remainder as aforesaid, or his or their other tenants in the respective parish of, &c. aforesaid. *Provided always nevertheless,* that if the said yearly rent or sum of 20 l. shall happen to be behind, &c. unpaid, in part or in all, by the space of 14 days next after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid; or in case the said E. E. his executors, administrators or assigns, shall permit or suffer any person or persons to inhabit or dwell in the said demised premises, or any part thereof, who shall use and follow the trade of a brewer, baker, butcher, vintner, victualler, potterer, fishmonger, cheesemonger, soapboiler, distiller, brasier, pewterer, smith, farrier, tallow-chandler or pipe-maker, without the licence of the said duke of B. or the person or persons so to be intitled in reversion or remainder as aforesaid, or his or their steward, or other agents at the time being, or under his or their hand and seal first had and obtained in writing for that purpose; then and from thenceforth, in any of

said cases, it shall and may be lawful to and for the said duke of B. and the person or persons so to be intitled in reversion or remainder as aforesaid, into and upon the said hereby demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former estate and right; this indenture, or any thing therein before contained to the contrary thereof, in any wise notwithstanding. *And the said W. duke of B. doth for himself, his heirs, executors, administrators and assigns, covenant, &c. (For peaceable enjoyment.) In Wit-*

Covenant to build four Houses, and a Wharf or Dock.

— *And that he the said A. his executors, administrators or assigns, shall and will before the feast-day of the Nativity of St. John the Baptist, which shall be in the year of our Lord — at his and their own proper costs and charges, erect, new build and set up upon the foundations, as they are now laid, four good and substantial brick messuages or tenements, according to the rate of third buildings, appointed by act of parliament for building of London; And also shall and will, at his and their like costs and charges, before, &c. make one good and sufficient dock; in and upon that part of the premises which is now digged up for the same purpose, or else shall and will, on or before, &c. fill up the said place so digged up for a dock, and in the room thereof make one good and sufficient wharf all along the said premises; Or if the said wharf or dock shall not be made in manner as aforesaid, or if the reparations of the above demised premises, with the appurtenances, from time to time, within the space of three months next after every or any notice or warning shall be given or left in writing as aforesaid, shall not be well and sufficiently repaired, made and done according to the true intent and meaning of the covenants aforesaid; that then and from thenceforth, and at all times afterwards, in any or either of the said cases, it shall, &c.*

A West Country Lease for 99 Years, Determinable on three Lives, with Varieties of Reservations, Provisoes and Covenants, very useful Precedents for such Estates.

Considerations.

Demise.

Parcels.

Exceptions.

Game.

Leave to follow
it and use the
same.

THIS Indenture, made, &c. Between G. P. of, &c. esq; of the one part, and S. A. the younger, of, &c. of the other part, Witnesseth, that the said G. P. as well for and in consideration of the sum of 36*l.* 9*s.* 6*d.* of, &c. to him in hand, &c. as also in consideration of the rent, &c. herein after likewise mentioned on the part and behalf of the said S. A. his executors, administrators and assigns, to be paid, performed and kept, *Hath* demised, leased and to farm letten, and in and by these presents he the said G. P. Doth, &c. unto the said S. A. his executors and administrators, All that messuage or tenement with the appurtenances, sometime heretofore called or known by the name of *W. House*, and of late *R. D. House*, together with one little piece of ground called *Dog-Lane*, and the herb-garden lying adjoining and belonging thereunto; all which said premises are situate &c. and now are in the tenure or possession of the said S. A. his assignee or assignees; *Except* and always reserved out of this present demise unto the said G. P. his heirs and assigns, All quarries and mines whatsoever, And all sorts of trees whatsoever, of oak, ash and elm, and saplings likely to be timber-trees, now growing and hereafter to be growing in and upon the said premises or any part or parcel thereof. *With free Liberty* of ingress, egress and regress, to and for the said G. P. his heirs and assigns, and for his and their servants, labourers and workmen, and for such other person and persons as shall be by the said G. P. his heirs and assigns, lawfully authorized for that purpose, to draw stone mines, fell, root, hew, divide and to lay, place, and work up, lay and carry away the same with all manner of carriages, all or any time and times whatsoever, during the term herein after mentioned; And also excepted and always reserved, now and at all times hereafter, during the term herein after mentioned, unto the said G. P. his heirs and assigns, All and all manner of game, wild fowl and fish of what nature or kind soever, that now is and at any time hereafter shall or may happen to be on the said demised premises, or any part thereof; as also the intire privilege, full, free and sole liberty and power of hunting, coursing, fowling and fishing in and upon the said premises, at his and their several and respective wills and pleasures; to that end and purpose *It is hereby declared* and agreed, that it shall and may be lawful to and for him the said G. P. his heirs and assigns respectively, from time to time, and at all times, during the term herein after mentioned, and to and for his and their respective companions and servants, accompanying or attending on the said G. P. his heirs and assigns, at such sports with dogs and horses to enter into the

premises, or into any part of them, in order to hunt, course, fowl and fish, and the game, fowl and fish so there to be killed or taken, to carry away and have to the only use of the said G. P. his heirs and assigns respectively; *Provided* that he the said G. P. his heirs and assigns, and his and their companions, servants, horses and dogs, do no more damage or hurt to the said premises than what necessarily happens in the following such game; *To have and to hold* the said messuage, tenement and all and singular other the demised premises with the appurtenances (except before excepted) unto the said S. A. his executors and administrators, from, &c. for and during the full time and term of — years from henceforth next ensuing, and fully to be compleat and ended, if he the said S. A. G. A. his brother, and — or any or either of them, shall so long happen to live: *Yielding and paying* therefore yearly and every year, during the said term, unto the said G. P. his heirs and assigns, the rent of 4 l. of, &c. (freed, cleared and discharged of and from any deduction, defalcation or allowance of or for any assessments, rates and taxes whatsoever) at, &c. *And also yielding and paying* unto the said G. P. his heirs and assigns, immediately upon and after the death and decease of every and either of them the said S. A. G. A. and — the sum of 5 l. of, &c. for and in the name of an heriot or farlieu: *Provided always*, that living the said S. A. no such heriot or farlieu shall be paid upon and after the death of the said G. A. and — or either of them, or living the said G. A. no such heriot or farlieu shall be paid upon and after the death of the said — then, &c. *And the said S. A. doth for himself, his, &c. that he the said S. A. his, &c. shall and will well and truly pay, &c. or cause to be paid* unto the said G. P. his heirs and assigns, the said yearly rent of 4 l. hereby referred as aforesaid, in such manner and at such time and times, as the same shall herein and hereby respectively become due and payable to the said G. P. his heirs and assigns, as aforesaid; *And also the said S. A. for himself, his executors, administrators and assigns, doth further covenant, &c. to and with the said G. P. his, &c. by, &c. in* manner, &c. that he the said S. A. his, &c. shall and will sustain, uphold, repair and in good repair keep, and sufficiently maintain and keep all and singular the said demised premises in houses, walls, coverings, windows, doors, hedges, ditches, bars, siles, gates, posts and fences, and in all other needful and necessary reparations from time to time and all times hereafter, when and as often as need shall be and require, by and at the only and proper costs and charges of the said S. A. his executors, administrators and assigns, during the said term hereby granted; *And the same, and every part and parcel thereof, well and sufficiently repaired and kept up in every respect, at the end of the said term, the same premises in like good repair shall and will quietly and peaceably leave and yield up, and also the indenture of lease, into the hands and possession of the said G. P. his heirs or assigns; And for and towards the said reparations the said S. A. his executors, administrators and assigns, shall take and have such timber growing on the said premises, as the said G. P. his heirs or assigns, or his or their officer for the time being, shall only deliver or allow the same, making no waste or spoil thereof; And also shall and will do and perform all such suits and services from time to time, yearly, unto all and every the court and courts to which the said G. P. his heirs and assigns, to be holden and kept within*

Damage.

Habendum.

Reddendum.

Rent.

Heriot.

If not paid.

Covenant to pay rent,

and repair,

and yield, &c.

May take timber to repair,

Perform services;

and for his manor of *N. M.* as other the tenants of the said manor thereto have been accustomed, or ought to do and perform, upon reasonable warning, during the said term; *And also* shall and will grind and do suit with all his and their and every of their corn, grist, grain and malt, to the mills of the said *G. P.* his heirs and assigns, commonly called or known by the name of *F.* mills, during the said term hereby granted; *And also* upon warning shall and will do and perform, by an able workman, one day's work yearly, to help, cleanse, and repair the head, wear and leet of the said mills during the said term; *And also* shall and will do and perform the office of a reeve within the said manor of *N. M.* when and so often as thereunto elected and chosen by the steward and homage of the said manor, during the said term; *And also* shall and will keep a dog from time to time yearly, for the said *G. P.* his heirs and assigns, during the said term:—*Provided always: nevertheless,* and it is hereby declared and agreed between the parties hereunto to be the true intent and meaning of them and of these presents, that if the said yearly rent of 4 *l.* or any part thereof, shall happen to be behind, &c. by the space of 10 days next after the same shall respectively become due and payable as aforesaid (being lawfully demanded, and not paid) and not sufficient distress or distresses in or upon the said rent being behind, together with the arrears thereof and charges (if any be) can or may be levied and paid; *Or* if the said *S. A.* his executor or administrators, or other the owner or occupier of the said demised premises, by virtue of or under these presents, do or shall, at any time or times within the said term, assign and set over his or their estate and interest hereby granted in the said premises, or any part thereof, to any person or persons whatsoever, *Or* shall and do set or let the same or any part thereof to any person or persons whatsoever, otherwise than from year to year, and that but for one year, and at pasture only, and not to tillage, at any time without the licence in writing under the hand and seal of the said *G. P.* his heirs or assigns, in either of the said cases first had and obtained, and that for no longer time or otherwise than in such licence shall be expressed; and so as a copy of such assignment set or let, be within 28 days next after the making thereof attested to be a true copy of the same, by two or more witnesses, delivered unto the said *G. P.* his heirs or assigns, or unto his or their steward of the said manor for the time being; *Or* if the said *S. A.* his executor or administrators, or any other tenant or occupier of the said demised premises, or any part thereof, shall or do, during the said term, commit or suffer any ill husbandry, waste, spoil or destruction in or upon the said premises; or any part of the same: *Or* permit suffer such premises, or any part thereof, to be ruinous or in decay to the value of 10 *s.* and shall not within two months next after notice and warning thereof and for that purpose, unto him or them, or unto the tenant or occupier of the said demised premises, or of the greater part thereof for the time being, or by some other agent thereunto appointed, well and sufficiently amend and repair the same, or tender to pay unto the said *G. P.* his heirs or assigns, sufficient amends and recompence for the same; *Or* if the said *S. A.* does not appear, or his executors, administrators or assigns, do not cause the said *G. P.* or one of them, to appear at the next court to be holden for the said manor of *N. M.* within one year next after every notice of

and grind corn
at his mill.

Weir
Reeve.

Harvest work.

Dog.

Proviso, that
for want of suf-
ficient distress;

or if premises
be assigned or
let, &c.

or permit pre-
mises to be
ruinous;

or does not ap-
pear at the
court;

warning thereof, and for that purpose, unto him or them, or unto the tenant or occupier of the said demised premises, or of the greatest part thereof for the time being, given as aforesaid, during the said term; Or if it be not then made appear by good and sufficient proofs upon oath, that the said *S. A. G. A.* and — are or that one and which of them is living, and the place or places of his, her or their abode and residence declared and made known unto the said *G. P.* his heirs or assigns, or unto his or their steward of the same manor for the time being; Or if the said *S. A.* his executors, administrators or assigns, do or shall at any time within the said term remove, convey or carry away any soil, dung, compost or earth, out of or from the said premises, and not improve or manure the said demised premises therewith; Or if the said *S. A.* his executors, administrators or assigns, or any or either of them, shall and do at any time or times hereafter, during the term aforesaid, commit or wittingly or willingly suffer to be committed, omit or suffer to be omitted, any act or acts, thing or things whatsoever, which shall or may be prejudicial or hurtful to the estate or inheritance of the said *G. P.* his heirs and assigns, or whereby the inheritance of the said premises, or any part or parcel thereof, shall or may be discontinued or evicted from the said *G. P.* his heirs or assigns, or any thing else that is or may be any wise contrary or not agreeable to what is contained in these presents on the part and behalf of the said *S. A.* his executors, administrators and assigns, to be done, said and performed; That then and from henceforth, for all, any or number of the said causes, it shall and may be lawful to and for the said *G. P.* his heirs and assigns, or either of them, into and upon the said demised premises, or any part thereof, to re enter, and the same, and every part and parcel thereof, to have again, repossess and enjoy, as in his first and former estate; these presents, any clause, article or thing herein contained to the contrary thereof in any wise notwithstanding. And the said *G. P.* doth for himself, his heirs and assigns, covenant and agree to and with the said *S. A.* his executors, administrators and assigns, by these presents, in manner and form following; (that is to say) that he the said *S. A.* his executors, administrators and assigns, by and under his and their due payment, observance and performance of all the rents, suits, services, restrictions, covenants, conditions, provisos and agreements, these presents contained, on his and their parts and behalfs to be made, kept and performed, shall and may from henceforth, during the said term, quietly and peaceably have, hold, &c. In witness, &c.

and that *S. A.*
is living;

or removes soil,

or permits any
thing prejudi-
cial to the estate.

Lessor may re-
enter.

Peaceable en-
joyment.

A Demise of three Lives of a Moiety of an Estate in D. also a Demise of a Third Part of another Estate for several Reversionary Lives, under several Rents and Heriots, upon Deaths, &c. Drawn by Serjeant B.

One demise
of the
moiety, &c.

Habendum.
thereof.

Three lives.

Money rent.

Heriots,

how payable.

Second de-
mise of a
third part of
the other pre-
misses.

First *Haben-
dum* for 99
years for one
life com-
mencing af-
ter death of

THIS Indenture, &c. Between H. S. Esq; of the one part, and J. B. serjeant at law, of the other part, *Witnesseth*, that the said H. S. (for and in consideration of the sum of 300*l.* of, &c. unto him in hand paid by the said J. B. the receipt whereof is hereby acknowledged) *Hath* demised and granted, and by these presents *Doth* demise and grant unto the said J. B. his executors, administrators and assigns, *One* undivided moiety or halfendal, of all that messuage and tenement, with the appurtenances, called or commonly known by the name of *L. C.* situate within the parish, and parcel of the manor of *S.* in the said county of *D.* And the moiety of all houses, out houses, edifices, buildings, lands, meadows, pastures and hereditaments thereunto belonging, or therewithal usually demised, held, occupied or enjoyed or accepted, reputed, deemed or taken to be part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, suits and services thereof; (*Except*, and always reserved out of this present demise and grant, all trees likely to be timber, now growing or hereafter to grow upon the premises, or any part thereof, with liberty to fell, cut down and carry away the same by the said H. S. and others the lords of the freehold and inheritance of the premises at the time being); *To have and to hold*, the said premises herein before demised and granted, with their appurtenances, unto the said J. B. his executors, administrators and assigns, from the 29th day of September now last past, for and during the term of 99 years thence next ensuing and fully to be compleat and ended, if *E. B.* and *M. B.* (daughters of the said J. B.) and *A. B.* (son of the said J. B.) or any or either of them shall so long live; *Yielding and paying* therefore yearly, during the said term, the rent of *1*l.* 5*s.* 3*d.** by quarterly even and equal payments; *And also yielding and paying* the sum of *4*l.** of, &c. upon the several deaths of them the said *E. B.* *M. B.* and *A. B.* for and in the name of an heriot or farlieu: *Provided* that living the said *E. B.* no far heriot or sum of money shall be paid on the deaths of the said *M. B.* and *A. B.* or either of them, nor upon the death of the said *A. B.* living the said *E. B.* and *M. B.* or either of them; *And* the said H. S. (for and in consideration of the further sum of 20*l.* of like money unto him in hand paid by the said J. B. the receipt whereof is hereby acknowledged) *Hath* demised and granted, and by, &c. one undivided third part (the whole into three equal parts to be divided) of and in those messuages, lands and tenements, with their appurtenances, commonly called or known by the several and respective names of, &c. *To have and to hold* the said third part of the said messuage and tenement called *L.* with the appurtenances, unto the said J. B. his executors, &c. for and during the term of 99 years, if the said *E.* shall so long

happen to live; the said term to commence and begin immediately from and after the deaths of *W. F.* and the said *A. B.* *Yielding and paying* therefore yearly, during the said term, the sum of 5 s. 8 d. by four even and equal quarterly payments; *And also yielding and paying*, upon the death of the said *E. B.* (she dying after the commencement of the said term) the sum of 20 s. for and in the name of an heriot or farlien; *And in have and to hold* the said third part of and in all that third part of *G.* tenement, late in the tenure of the said *E. M.* deceased, with the appurtenances, unto the said *J. B.* his executors, administrators or assigns, for and during the term of 99 years, if the said *A. B.* shall so long happen to live; the same term to commence and begin immediately from and after the deaths of *M. M.* and *S. B.* (son of the said *J. B.*); *Yielding and paying* therefore yearly, during the said term, the sum of 7 l. by four even and equal quarterly payments; *And also yielding and paying*, upon the death of the said *A. B.* (he dying after the commencement of the same term) the sum of 20 s. for and in the name of an heriot or farlien, (three other habendums as to *V. C.* of *B. S.* for three several other lives commencing on death of two other lives, now in being, with money, rents and heriots, as above). And the said *J. B.* for himself, his executors, administrators and assigns, doth covenant, promise, grant and agree to and with the said *H. S.* his heirs and assigns, by these presents, in manner and form following; (that is to say) that he and they shall and will well and truly pay, or cause to be paid, the said several rents and heriots hereby reserved, when and as often as the same shall become due and payable; and shall do suit and service to the courts of the several manors of which the demised premises respectively are parcels, during the said terms respectively hereby granted, and during the same terms shall and will repair the premises respectively, when and as often as need shall require; *And* at the ends of the said terms shall and will leave and yield up the same, so well and sufficiently repaired, having and taking timber on the premises for such repairs, if there to be found.

In Witness, &c.

two other lives.

Money rent heriot.

Second Habendum, the like as the first for another life, being of *G.*'s tenement.

Lessee covenants, viz. to pay rents and heriots, to do suit and service, to repair, &c.

A Lease from the Bishop of Durham for three Lives.

THIS Indenture, made the ——— day of ——— in the year of our Lord ——— and in the ——— year of the reign of, &c. Between the right reverend father in God, the right honourable *N.* by the grace of God, lord bishop of *Durham*, of the one part, and *W. R.* of the city of *L.* esq; of the other part, *Witnesseth*, that the said reverend father, for and in consideration of the rents and services herein after mentioned, and for divers other good causes and considerations him thereunto moving, *Had* demised, granted, and to farm letten, and by these presents, for him and his successors, *Doth* demise, grant, and to farm let, unto the said *W. R.* his heirs and assigns, *All* that close of pasture with the appurtenances, sometime in the occupation of *M. C.* and

and all that meadow close adjoining thereunto, heretofore in the tenure of *J. R.* and since demised, amongst other things, to *T. S.* of the city of *D.* taylor, situate, lying and being within the township, fields and territories of *Darlington*, now in the possession of the said *W. R.* or his assigns; *To have and to hold* the said parcels of meadow and pasture ground and premisses, with their and every of their appurtenances, unto the said *W. R.* his heirs and assigns, from the making hereof for and during the natural lives of *R. R.* son of the said *W. R.* aged 15 years, or thereabouts, *T. S.* of *Durham*, taylor, aged fifty-five years, or thereabouts, and of *T. F.* widow, and relict of *J. F.* late of *Hill Close-House* near *Darlington* in the county of *Durham*, gent. aged forty-seven years; or thereabouts and during the lives and life of the longest liver of them; *Yielding and paying* therefore yearly, during the said term, unto the said reverend father and his successors, or to the receiver general of the said bishop of *D.* for the time being, at the exchequer at *D.* the rent or sum of 12 s. of lawful money of *Great Britain*, at the feast of the purification of our blessed lady *St. Mary* the virgin, *Pentecost*, *Lammas*, and *Martin* the bishop in winter, by even and equal portions; *And* if it shall happen that the said yearly rent or sum of 12 s. or any part thereof, be behind or unpaid by the space of twenty days after any of the said feasts on which the same ought to be paid, that then and from thenceforth it shall and may be lawful to and for the said right reverend father, and his successors, into the said demised premisses, or some part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as in his and their former estate; any thing in these presents contained to the contrary in any wise notwithstanding. *And* the said *W. R.* for himself, his heirs and assigns, *Doth* covenant, grant and agree to and with the said reverend father, and his successors, that he the said *R. W.* his heirs and assigns, shall and will, during the said term, well and sufficiently preserve, maintain and keep all hedges, ditches and fences belonging to the demised premisses, and at the end of the said term yield up the same so well and sufficiently repaired and maintained; *And further* shall and will, during the said term, duly and truly do and perform unto the said reverend father and his successors, all such customs, duties and services, as for the said demised premisses have been accustomed, or of right ought to be done and performed. *In Witness*, whereof the said parties to these presents have interchangeably set their hands and seals, the day and year first above written.

Signed, sealed and delivered
in the presence of

Lease of a House with proper Exceptions in case of Fire, Storm, or other unavoidable Accidents.

THIS Indenture, made the 20th day of *April*, in the 20th year, *Et c.* in the year of our Lord 1780, *Between C. T. of, Et c. of* Parties.
the one part, and *J. J. B. of, Et c. of* the other part, *Witnesseth* that
for and in consideration of the yearly rent, covenants and agreements
herein after reserved and contained, on the part and behalf of the said
J. J. B. his executors, administrators and assigns, to be paid, kept,
done and performed, he the said *C. T. Hath* demised, leased, set, and
to farm letten, and by these presents *Doth* demise, lease, set, and to
farm let unto the said *J. J. B.* his executors, administrators and assigns,
all that messuage, *Et c. To have and to hold* the said messuage or tene- Habendum.
ment, offices, and all and singular other the premisses herein before de-
mised, with their appurtenances, unto the said *J. J. B.* his executors,
administrators and assigns, from the feast of the Annunciation of the
blessed virgin *Mary*, now last past, for and during, and unto the full
and term of 21 years, wanting 21 days, from thence next ensuing,
and fully to be compleat and ended; *Yielding and paying* therefore year- Reddendum.
ly and every year, during the said term of 21 years wanting 21 days,
whereby demised unto the said *C. T.* his executors, administrators and
assigns, the yearly rent or sum of 60*l.* of lawful money of *Great Bri-*
tain, at the four most usual feasts or days of payment in the year, (that
is to say) the feast of *St. John* the Baptist, *St. Michael* the Archangel,
the birth of our *Lord Christ*, and the Annunciation of the blessed vir-
gin *Mary*, by even and equal portions; the first payment thereof to
begin on the feast of *St. John* the Baptist now next ensuing; *And* the
said *J. J. B.* for himself, his executors, administrators and assigns, Covenant for
doth covenant, promise and agree to and with the said *C. T.* his ex- payment of
ecutors, administrators and assigns, by these presents in manner and form rent.
following, (that is to say) that he the said *J. J. B.* his executors, ad-
ministrators and assigns shall and will, yearly and every year during
the said term demised, except as herein after excepted, (a) well and truly
pay, or cause to be paid unto the said *C. T.* his executors, administra-
tors and assigns, the said yearly rent or sum of 60*l.* of lawful money
of *Great Britain*, on the feasts or days of payment in the year before

(a) The exception against fire or tempest, or other unavoidable accidents should
be excepted either by way of reference or in terms, as well in the covenant for
payment of rent as in that for repairs as otherwise, although by excepting it in
the covenant for repairs the lessee will be discharged from repairing in such cases,
but he will still be liable to the payment of rent under the covenant for that pur-

mentioned,

To keep
premisses in
repair.

and yield the
same up at
the end of
term.

Liberty to
enter and
view the state
of repairs.

Proviso of
re-entry.

mentioned, according to the reservation thereof aforesaid, and the true meaning of these presents; And that he the said *J. J. B.* his executors, administrators and assigns, or some of them, at his, their, or some of their own proper costs and charges, shall and will well and sufficiently repair, support, sustain, maintain, amend, and keep the said messuage or tenement and premisses hereby demised, with the appurtenances, in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, and shall and will in like manner, glaze, pave, purge, empty, scour, cleanse, amend, maintain, and keep all the glass windows, pavements, privies, sinks, gutters, wydraughts and water courses thereunto belonging, and that from time to time, and at all times during the said term, when, where, and as often as need or occasion shall be or require, (the repairing or rebuilding the said messuage or tenement and premisses in case the same or any part thereof shall happen to be burnt down, blown up, demolished, or damaged by, or by the reason of fire or tempest, or unavoidable accident, at any time or times during the said term excepted), and shall and will paint the said messuage or tenement and offices inside and out twice during the said term of 21 years wanting 21 days; and the said messuage or tenement and offices, with all the glass windows, pavement, privies, sinks, gutters, water-courses and wydraughts thereunto belonging, being so well and sufficiently repaired, supported, upholden, sustained, maintained, paved, purged, emptied, scoured, amended and kept (except as before excepted) at the end and expiration of the said term hereby letten, or other sooner determination of these presents, which shall first happen unto the said *C. T.* his executors, administrators and assigns, shall and will peaceably and quietly leave, surrender, and yield up, together with all and singular the wainscot partitions, window shutters, locks, bolts, bars, and other things mentioned and expressed in the schedule hereunder written in as good case and condition as the same now are (reasonable use and wearing thereof in the mean time only excepted) And that shall and may be lawful to and for the said *C. T.* his executors, administrators and assigns, with workmen and others, in his or their companies or companies, or without, twice or oftner in every year, during the said term hereby demised, at seasonable times, in the day-time, to enter and come into and upon the said demised premisses, or any part thereof, to view, search, and see the state and condition of the same, and of the want of reparation and amendments thereof, and of all defaults, decays, and wants of reparations, which, upon any view or views shall be found, give or leave notice or warning thereof at the said demised premisses unto and for the said *J. J. B.* his executors, administrators or assigns to repair and amend the same within the time and space of 3 months after such notice or warning thereof shall be given or left as aforesaid within which said time and space of 3 months, he the said *J. J. B.* himself, his executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said *C. T.* his executors, administrators and assigns, to repair and amend all such defaults and wants of reparations accordingly. *Provided always*, that if it shall happen the said yearly rent of 60*l.* herein before reserved shall be behind and unpaid, in part or in all, by the space of 40 days next over or after either of the said feasts or days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded) that then and in

case, it shall and may be lawful to and for the said C. T. his executors, administrators and assigns, into the said demised premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his, or their first and former estate, and the said J. J. B. his executors, administrators and assigns, and all other occupiers of the premises thereout and from thence utterly to expel, put out and amove; this indenture or any thing herein before contained to the contrary thereof in any wise notwithstanding; And the said C. T. for himself, his executors, administrators and assigns, Doth covenant, promise and agree to and with the said J. J. B. his executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that he the said J. J. B. his executors, administrators and assigns, well and truly paying the said yearly rent of 60*l.* in manner as the same is herein before reserved, and observing, performing, fulfilling and keeping all and singular the covenants, clauses and agreements herein before contained, on his and their parts and behalf, to be observed, performed and kept, according to the true intent and meaning of these presents, shall and lawfully may peaceably and quietly, have, hold, use, occupy, possess and enjoy the said messuage or tenements and offices, and all and singular other the premises herein before demised, with the appurtenances, for and during all the said term of 21 years hereby granted, without the lawful let, suit, trouble, eviction, or interruption of, or by the said C. T. his executors, administrators or assigns, or any other person or persons claiming, or to claim, by, from, or under him or them, or by or through his or their acts, rights, privity or procurement. *In Witnesses, &c.*

Covenant for
quiet enjoy-
ment.

Lease from a Man and his Wife (it being the Wife's House) for 21 Years, determinable by Lessor or Lessee at 7 or 14 Years, at a certain Rent, free from Taxes, except a Proportion of the Watch Tax.—A Covenant to insure by Lessee, and a Proviso that Lessee is not to be answerable for Accidents by Fire, or to pay Rent till Premises are rebuilt, with other special Covenants.

THIS Indenture, made the _____ day of _____ in the 28th year, &c. and in the year of our Lord 1788, Between R. B. &c. gentleman, and M. his wife, of the one part, and T. M. of, &c. gentleman, of the other part, Witnesseth, that for and in consideration of the rents, covenants and agreements herein after reserved and contained on the part and behalf of the said T. M. his executors, administrators and assigns, to be paid, observed and performed, they the said R. B. and M. his wife, Have, and each of them Hath demised, leased, and to farm let, and by these presents Do and each of them hath demised, lease, and to farm let, unto the said J. M. his executors, administrators and assigns, All that, &c. together with all ways, out-houses,

Parties.

Consideration.

Demise.

Parcels.

General words.

Habendum determinable at the first 7 or 14 years.

Reddendum,

Free from taxes except for lighting, which is to be borne in proportion.

Covenant for payment of rents free from taxes, and to any 1 s. in the pound for watch, &c. taxes, but subject to a proviso in case of fire.

To repair but not to expend more than a certain sum in so doing.

houses, yards, cellars, solars, areas, pavements, sinks, drains, ways, passages, waters, water-courses, light, easements, profits, commodities, advantages, rights, members, fixtures and appurtenances whatsoever to the said messuage or tenement and premises belonging, or in any wise appertaining, or therewith usually held, used, occupied or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, *To have and to hold* the said messuage or tenement, yard and premises hereby demised, or meant or intended so to be, with the appurtenances, unto the said *T. M.* his executors, administrators and assigns, from the 25th day of *March* last, for and during, and unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended: subject nevertheless to the proviso herein after contained for determining the same term, at the expiration of the first seven or fourteen years thereof; *Yielding and Paying* therefore yearly and every year, during the said term, (except as herein after is excepted) unto the said *R. B.* and *M.* his wife, and the heirs and assigns of the said *M.* the yearly rent or sum of 50 l. of lawful money of *Great Britain*, at or upon the four most usual feasts or days of payment in the year, (that is to say) the feasts of *St. John the Baptist*, *St. Michael the Archangel*, the birth of our *Lord Christ*, and the *Annunciation* of the blessed virgin *Mary*, in every year, by even and equal portions; the first payment thereof to begin and be made on the feast of *St. John the Baptist* next ensuing the date of these presents; the said rent to be paid free and clear from all taxes, charges, assessments, payments and impositions whatsoever, parliamentary or otherwise; howsoever the charges or assessments raised upon the inhabitants of the said street or place of ——— for the purpose of watching, lighting and cleansing the same only excepted, towards the payment of which charges and assessments the said *T. M.* his executors, administrators or assigns, is, or are to pay one shilling in each pound yearly, in addition to such pound sterling of the rent hereby reserved, and the residue or remainder of the said charges or assessments for lighting, watching and cleansing the said street (if any there shall be) to be paid by the said *R. B.* and *M.* his wife, her heirs or assigns; *And* the said *T. M.* for himself, his heirs, executors, administrators and assigns, *Doth* covenant, promise and agree to and with the said *R. B.* and *M.* his wife, her heirs and assigns, by these presents, in manner following, (that is to say) that he the *T. M.* his executors, administrators or assigns, shall and will from time to time and at all times herein after during the continuance of this demise, well and truly pay, or cause to be paid unto the said *R. B.* and *M.* his wife, her heirs and assigns, the said yearly rent or sum of 50 l. herein before reserved, at or upon the several feasts or days herein before appointed for payment thereof, free and clear of all taxes, charges, assessments, payments and impositions: and also the sum of 1 s. in addition to each pound sterling of the said reserved rent, towards lighting, cleaning, watching and cleansing as aforesaid, according to the purport, intent, and meaning of these presents, subject to a proviso herein after contained, in case of accidents by fire; *And further*, that he the said *T. M.* his executors, administrators and assigns, shall and will, at his and their own proper costs and charges, well and sufficiently repair, support, uphold, maintain, sustain, pave, glaze, tile, cleanse, empty, pale, amend, and keep the said messuage or tenement and premises hereby demised.

demised, or mentioned, or intended so to be, and every part thereof, in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, and as often as need or occasion shall be or require, during the continuance of this term hereby granted, so as the said *T. M.* his executors, administrators and assigns be not obliged to expend more than the sum of — *l.* in such reparations, in the whole, in any one year. And the said messuage or tenement, and all other the said hereby demised premises, being so well and sufficiently repaired, upholden, supported, sustained, maintained, paved, glazed, tiled, cleansed, emptied, amended and kept, subject to the provisoes and agreements in that behalf herein after contained, at the end or other sooner determination of the said term of 21 years, shall and will, peaceably and quietly leave, surrender, and yield up unto the said *R. B.* and *M.* his wife, her heirs or assigns, together with all mainscots, partitions, shelves, cupboards, dressers, locks, keys, bolts, iron barns and other things now belonging or affixed to the said hereby demised premises, or any part thereof, in as good state and condition as the same now are, (unavoidable accidents by fire, tempest, or otherwise, and reasonable use and wearing thereof in the mean time only excepted); And also that it shall and may be lawful to and for the said *R. B.* and *M.* his wife, with workmen and others in her or their company or without, twice or oftner in every year during the said term, at convenient times, in the day-time, at his or their free will or pleasure, to enter and come into and upon the said demised premises, or any part thereof, to view, search, and see the state and condition thereof, and of all such decays and want of repair as shall be then and there found, to give or leave notice or warning at the said demised premises, unto and for the said *T. M.* his executors, administrators or assigns, to repair and amend the same within the space of three calendar months next ensuing the date of such notice; within which said space of three months, the said *T. M.* for himself, his executors, administrators and assigns, both hereby covenant and agree to and with the said *R. M.* and *M.* his wife, her heirs and assigns, that he the said *T. M.* his executors, administrators or assigns, shall and will repair and amend the same according to the amount of the said sum of — *l.* annually. And further, that the said *T. M.* his executors, administrators or assigns, shall and will within — days from the date of these presents, at his and their own proper costs, but in the name or names of the said *R. B.* and *M.* his wife, her heirs and assigns, well and truly take out a policy of insurance at the office of the society or company of the Sun Fire Office, for the insurance against losses by fire, in such manner that the said messuage or tenement and premises hereby demised or expressed, and intended so to be, and every part thereof, may be kept insured for loss by fire to the amount of — *l.* during the continuance of the said term hereby demised; and also shall produce whenever called upon or required by the said *R. B.* and *M.* his wife, her heirs and assigns, the receipt or receipts which shall or may have been given to the said *T. M.* his executors, administrators and assigns, by the said society or company of insurance against fire, as acknowledgments and acquittances for the payment of the said insurance money by the said *T. M.* his executors, administrators and assigns, and do all other things which may be reasonably required for enabling the said *R. B.* and *M.* his wife, her heirs or assigns,

At end of term to surrender up premises and fixtures.

Liberty for lessor to enter and view the want of repairs,

and to give notice of such.

And lessee covenants to repair same to a certain sum.

Covenant by lessee to insure premises in the name of lessors,

and produce the receipts,

and to pay
all taxes on
such insur-
ance.

Not to per-
mit certain
trades with-
out licence.

And no auc-
tion to be
made without
consent.

Power of
entry.

Proviso that
lessee is not
to be answer-
able for acci-
dents by
fire;

nor bound to
rebuild,

or be at ex-
pence of
party walls.

But lessor to
bear out of
the sum in-
sured.

To pay ex-
pences of
party walls.

assigns, to recover and receive the sums of money so insured; and also shall and will pay all taxes or duties which now are or may hereafter be laid or imposed on such policy of insurance, or sums of money incurred by parliament or otherwise: *And also*, that he the said *T. M.* his executors, administrators or assigns, shall not, at any time or times during the term hereby granted, permit or suffer any person or persons whomsoever to inhabit or dwell in the said messuage or tenement, and premises, or in any part thereof, who use or exercise therein or thereupon, the trade hereinafter mentioned, (that is to say) the trade of butcher, slaughterman, tallow-chandler, melter of tallow, soap-maker, tobacco-pike-maker, tobacco-burner, smith, sugar-baker, fell monger, dyer, distiller, farrier, blacksmith, or common brewer, or any of them, without the special licence of the said *R. B.* and *M.* his wife, her heirs or assigns for that purpose, first had and obtained, in writing, under his or their hands and seals, attested by two or more credible witnesses. *And* that no auction or public sale of goods, commodities, furniture or wearing apparel, shall be made in the said messuage or tenement, and premises, or any part thereof, without such special license or consent, to be had in manner and form following as above expressed: *Provided always*, that if it shall happen the said yearly rent of 50*l.* or the said sum of 1*s.* on each pound sterling of the said reserved rent, shall be behind or unpaid in part or in all, by the space of 21 days after any of the feasts or days on which the same ought to be paid as aforesaid, (being lawfully demanded) that then it shall and may be lawful to and for *R. B.* and *M.* his wife, her heirs or assigns, into the said messuage or tenement, and premises, hereby demised, or any part thereof, in the name of the whole to re-enter, and the same to have again, retain, possess and enjoy, as in his, her and their first and former estate, and interest therein, and upon such entry made, these presents, and the demise hereby made, and every thing herein contained to the contrary notwithstanding, shall be void and of no effect: *Provided always, nevertheless*, and it is hereby covenanted and agreed, by and between the said parties, that he the said *T. M.* his executors, administrators or assigns, shall not be charged or chargeable with or answerable for any such accidents by fire, which shall happen to the said hereby demised premises, during the continuance of this demise, or shall destroy the same premises, or so damage the same, as to render the said messuage or any part thereof uninhabitable, nor shall be bound or compellable to be at the expence of any rebuilding which shall become necessary by reason or in consequence of any such accident by fire, or by reason or in consequence of any of the party walls of the said messuage being pulled down, or rebuilt in pursuance or by force of any act of parliament now in force, or hereafter to be passed, respecting the regulation of buildings and party-walls, but that such accidents by fire, so far as they respect the same demised premises, shall be borne by the said *B.* and *M.* his wife, his heirs or assigns, out of the said term so insured or otherwise; and he, she, and they, shall be at the sole expence of the repairs or rebuilding which shall become necessary in consequence of any such accidents, as well as all expences which shall attend such pulling down or rebuilding any such party-wall, pursuant to any such act as aforesaid, and all repairs which shall become necessary in consequence thereof. *And also*, that when and as often as any such accident shall happen

site, as shall render the said messuage or tenement, and premises hereby
 demised, or any part thereof uninhabitable, the said *T. M.* his execu-
 tors, administrators and assigns, shall not be bound or compellable to pay
 any rent or taxes for the same hereby demised premises, or any part
 thereof, for, or in respect of such time (if any) as shall elapse or inter-
 vene between such of the quarterly days of payment next after which
 the said demised messuage and premises, or such part thereof as shall have
 been so damaged, shall be re-instated and put again into an habitable
 state of repair, by and at the costs and charges of the said *R. B.* and
M. his wife, her heirs or assigns, out of the said sum so insured, or
 otherwise, as aforesaid: And the said *R. B.* for himself, his heirs, exe-
 cutors, administrators and assigns, and for the said *M.* his wife, *Dolb*
 hereby covenant, promise and agree, to and with the said *T. M.* his exe-
 cutors, administrators and assigns, paying the said yearly rent hereby
 granted, and the said sum of 1 s. in each pound as aforesaid, and per-
 forming, fulfilling and keeping, all and singular the covenants, clauses,
 promises and agreements herein contained, which, on his and their
 parts and behalfs, are and ought to be paid, kept, done and performed,
 according to the true intent and meaning of these presents, that he the
 said *J. M.* his executors, administrators and assigns, shall, and lawfully
 may, peaceably and quietly have, hold, use, occupy, possess and en-
 joy the said messuage or tenement, and other the premises hereby de-
 mised or expressed or intended so to be, and every part thereof during
 the said term of twenty-one years, without any let, suit, trouble, de-
 dal, eviction or interruption of the said *R. B.* his heirs and assigns, or
 of the said *M.* his wife, or any of them, or of or by any other person
 or persons lawfully claiming or to claim, for him or in trust for him,
 them or any of them. *Provided always*, and it is hereby declared and
 agreed by and between the said parties to these presents, that in case
 the said *T. M.* his executors, administrators or assigns, shall be desi-
 rous at the end of the first seven years or at the end of the first fourteen
 years of the said term of twenty one years, to leave, quit and yield up
 the said messuage or tenement and premises hereby demised, and of such
 parts or their desire shall give or leave notice or warning in writing to or
 for the said *R. B.* and *M.* his wife her heirs or assigns, three calendar
 months or more, before the end of the first seven years, or three calen-
 dar months before the end of the first fourteen years of the said term of
 twenty-one years, and payment of all rent and arrears of rent, taxes
 and duties, and after performance of the covenants on the part of the
 said *T. M.* his executors, administrators and assigns, to be paid and
 performed up to the expiration of the first seven years, or to the expira-
 tion of the first fourteen years of the said term, at whichsoever of those
 periods, such desire may be expressed; Or in case the said *R. B.* and
 his wife, her heirs and assigns shall be desirous at the end of the
 said first seven years or at the end of the first fourteen years of the said
 term of twenty one years, that he the said *T. M.* his executors, admi-
 nistrators or assigns, should leave, quit and yield up the said messuage
 tenement and premises hereby demised, and of such his or their de-
 sire shall give or leave notice or warning in writing, to or for the said
M. his executors, administrators or assigns three calendar months
 or less, before the end and expiration of the said first seven years,
 three calendar months or more before the end and expiration of the
 first

Covenant for
 quiet enjoy-
 ment.

Proviso for les-
 see to determine
 the term at the
 end of the first
 7 or years on
 notice.

The like for
 lessor.

Agreement in case of such notice for lessor or any person authorized by them to enter and put up a bill for letting the premises;

And lessee not to pull it down.

first fourteen years of the said term, at which-soever of these periods such desire may be expressed, then and in either of these cases this indenture and the term hereby demised, and every clause and sentence herein contained, shall cease, determine and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding. *And lastly*, it is hereby agreed by and between the said parties, that in case the said *T. M.* his executors, administrators or assigns, shall give notice or leave, quit or yield up the said messuage or tenement and premises hereby demised, at the end of the first seven years, or at the end of the first fourteen years of the said term of twenty-one years, in manner and form as above expressed, then and in such case the said *T. M.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said *R. B.* and *M.* his wife, her heirs and assigns, that it shall and may be lawful to and for the said *R. B.* and *M.* his wife, her heirs and assigns, or any person authorized by writing under his, her or their hands, after such notice given as above expressed, in the day time, at his or their free will and pleasure to enter and come into and upon the said demised premises, for the purpose of putting up and affixing in such convenient place or places of the said messuage or tenement and premises, as he or they shall fix upon or determine, a bill or bills, notice or notices in writing, expressing or purporting that the said messuage or tenement and premises are to be let or sold, or in any other manner disposed of; *And* that he the said *T. M.* his executors, administrators and assigns, shall not take or pull down such bill or bills, notice or notices in writing, but permit the same to remain in such place or places as the said *R. P.* and *M.* his wife, her heirs or assigns or such person authorized by him or them as above, shall have fixed them. *In Witness, &c.*

* *Reversionary Lease by a Tenant for Life by virtue of a Power in Act of Parliament.*

Parties.
Consideration.

THIS Indenture, made the 24th day of November, in the 24th year, *Ec.* And in the year of our Lord 1789. Between *D.* of the one part, and *S. R.* of, *Ec.* of the other part, Witnesseth that in pursuance and by virtue of an act of parliament made and passed in the ——— year of the reign of his present majesty king George *Third*, entitled an act to enable *W. D.* of, *Ec.* to grant reversionary leases of his leasehold estates in, *Ec.* *And* for and in consideration the said *S. R.* hath agreed to lay out the sum of 300 *l.* in good substantial repairs of the messuage, or tenement and premises hereafter mentioned to be hereby demised. *And* also in consideration of rents, covenants, conditions and agreements herein-after mentioned the part and behalf of the said *S. R.* his executors, administrators

assigns, to be paid, done and performed, he the said *W. D.* Hath demised, leased, set and to farm let, and by these presents *Doth* demise, lease, set and to farm let unto the said *S. R.* All that, &c. And all ways, passages, lights, easements, profits, commodities, advantages and appurtenances whatsoever, to the said premises belonging or in any wise appertaining, (except nevertheless and always reserved out of this present demise, the free passage and running of water and soil coming of and from the other houses and tenements of the said *W. D.* and his other tenants in the said, &c. in, by and through the channels and drains belonging to the said demised premises, as hath been formerly used, such other tenant or tenants on reasonable request paying his, her and their shares and proportions of the charges of cleansing and repairing the same as often as need shall require.) *To have and to hold* the said messuage or tenement and all and singular other the premises hereby demised, or intended to be hereby demised, with their and every of their appurtenances (except before excepted) unto the said *S. R.* his executors, administrators and assigns, from the feast of the Annunciation of the Blessed Virgin *Mary*, which will be in the year of our Lord 1799, for and during the term of twenty-nine years, eleven months and twenty-four days from thence next ensuing and fully to be compleat and ended, if the said *S. R.* his executors, administrators and assigns shall so long pay, perform and keep the rents, covenants and agreements hereinafter in these presents on his and their parts reserved and contained, and *Yielding and paying* therefore yearly and every year, during the term of twenty-nine years, part of the said term of twenty-nine years, eleven months and twenty-four days hereby granted, unto the said *W. D.* or his assigns, or unto the person or persons who for the time being shall be entitled to the immediate reversion of the said premises; hereby demised, expectant on the said term hereby granted, the rent or sum of 50*l.* of lawful money of *Great-Britain*, at or upon the four most usual feasts or days of payment of rent in the year, that is to say, the feast of the nativity of *St. John* the Baptist, *St. Michael* the Archangel, the birth of our Lord *Christ*, and the annunciation of the Blessed Virgin *Mary*; by even and equal quarterly payments in every year, the first payment thereof to begin and be made at or upon the last day of the nativity of *St. John* the Baptist, which will be in the year of our Lord 1789. *And also yielding and paying* for the said eleven months and twenty-four days, residue of the said term hereby granted unto the said *W. D.* and his assigns, or unto the person or persons who shall be intitled in reversion as aforesaid, the rent or sum of 50*l.* of such good and lawful money as aforesaid, by two equal portions, the first payment thereof to be made at, or upon the feast of *St. Michael* the Archangel, which will be in the year of our Lord 1828, the last payment thereof at, or upon the feast of the birth of our Lord *Christ*, which will be in the same year 1828. *And* the said *S. R.* for himself, his executors, administrators and assigns, in and by these presents, doth covenant, promise and agree, to and with the said *W. D.* his executors, administrators and assigns, in manner and form following, (that is to say) that he the said *S. R.* his executors, administrators and assigns, shall and will, from time to time, during the continuance of his present demise, well and truly pay, or cause to be paid unto the said *W. D.* or his assigns, or the person or persons who shall for the time being be intitled

Demise.

Parcels.

General words.

Exception of a drain.

Habendum.

Reddendum.

Farther

Reddendum.

Covenant for payment of rent.

And lessee for
payment of land
tax and other
taxes.

To lay out
300 l. in re-
pairs.

To repair.

Power for lessor
to set up land-
marks.

I offer to enter
and view.

titled in reversion as aforesaid, the said rents or sums of 50 l. and 50 l. at the days and times, and in the proportions, manner and form herein beforementioned, limited and appointed for payment thereof respectively, according to the true intent and meaning of these presents. *And also* that he the said S. R. his executors, administrators and assigns, shall and will, from time to time, and at all times during the continuance of the term hereby granted, bear, pay and discharge the land tax, and all other taxes, rates, duties and assessments of what nature or kind soever, whether parliamentary or parochial, imposed or charged, or which at any time during the continuance of the term hereby granted, shall be imposed or charged, on the said demised premises or any part thereof, or upon the landlord for the time being on account thereof, or of the said rents reserved for the same. *And also* that the said S. R. his executors, administrators and assigns, or some or one of them shall and will, during the continuance of the said term hereby granted, in a good, substantial and workmanlike manner, and to the good liking and satisfaction of the said W. D. or of the person or persons who shall for the time being, be intitled to the freehold and inheritance of the said hereby demised premises, lay out and expend the sum of 300 l. in repairing, upholding or otherwise preserving the said messuages or tenements and premises hereby demised. *And also*, that he the said S. R. his executors, administrators and assigns, or some or one of them shall and will, at his, their, or some or one of their proper costs and charges, well and sufficiently, from time to time and at all times, from and immediately after the commencement of the said term of twenty nine years, eleven months and twenty-four days, hereby granted, repair, uphold, support, maintain, sustain, amend and keep, as well the said messuage or tenement, erections and buildings hereby demised, or any part thereof, *And also*, all houses, out-houses, walls and other erections and buildings that at any time within the said term of twenty-nine years, eleven months and twenty-four days hereby granted, shall be thereupon erected and built, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever. *And* that he the said S. R. his executors, administrators and assigns, shall and will peaceably and quietly leave, surrender and yield up the same, so well and sufficiently supported, upheld, repaired, amended and kept, at the end, expiration or other sooner determination of the said term of twenty-nine years, eleven months and twenty-four days, hereby mentioned. *And further*, that it shall and may be lawful to and for the person or persons, who for the time being shall be intitled to the freehold and inheritance of the hereby demised premises, from time to time, and at all times during the said term hereby granted, to enter to and upon the premises hereby demised, or to any part thereof, to set up or place any land marks or boundaries. *And further*, that it shall and may be lawful to and for the said W. D. and his assigns, and the person or persons for the time being intitled to the immediate reversion of the premises hereby demised expectant on the determination of the term of twenty-nine years, eleven months and twenty-four days, hereby granted, and his and their agent or agents for the time being, and likewise to and for the person or persons who for the time being shall be intitled to the freehold and inheritance of the same premises, workmen or others, in his, their or any of their company or with

at convenient times in the day time, twice or oftener in every year, yearly, during the said term hereby granted, to enter and come into and upon all and every the premises hereby demised or any part thereof, there to view, search and see the state and condition of the reparations of the same, and of all defects, decays and wants of reparations which then and there shall be found in the house, erections, buildings and walls thereon already built, or which shall be thereupon erected and built, to give or leave notice or warning thereof, at the said demised premises to and for the said S. R. his executors, administrators and assigns, to repair and amend the same within the space and time of three months next after every such notice or warning shall be so given or left as aforesaid, within which said time and space of three months he the said S. R. for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said W. D. his executors, administrators, and assigns, by these presents, well and sufficiently to repair, support, uphold, maintain and amend all defaults and lacks of reparations, and that from time to time, as often as any such view shall be made, and notice or warning given or left as aforesaid. *And moreover*, that he the said S. R. his executors, administrators and assigns, shall and will, at his and their own proper costs and charges within forty days after the commencement of the said term of twenty-nine years, eleven months and twenty-four days, hereby granted, and from time to time, and at all times afterwards during the continuance of the same term, at his and their own costs and charges insure and keep insured against damage by fire, the messuage, tenement, and all and singular the buildings hereby demised and all other buildings which shall or may hereafter be erected and built in some one of the offices in the cities of *London* or *Westminster* for insurance of houses and buildings, from such damage as aforesaid. *And furthermore*, that he the said S. R. his executors, administrators and assigns shall not or will, at any time during the term hereby granted, do, or wittingly or willingly cause or suffer any act or thing to be done in or upon the said demised premises or any part thereof, which may be or grow to the annoyance, grievance or disturbance of the said W. D. or his assigns, or the person or persons who shall for the time being be intitled to the immediate reversion of the premises hereby demised, expectant as aforesaid, or his or their other tenants in the parish of St. *Provided always*, that if it shall happen the said rents of 20*l.* and 50*l.* hereby before reserved, or any part thereof respectively shall be behind, or unpaid in part or in all, by the space of forty days next over or after any of the said days whereon the same ought to be paid as aforesaid, contrary to the true intent and meaning of these presents, or if the said S. R. his executors, administrators or assigns, shall permit or suffer any person or persons to inhabit or dwell in the said demised premises or any part thereof during the continuance of the said term, who shall therein use or follow the trade of a brewer, baker, vintner, victualler, butcher, fish-monger, fruiterer, herb-seller, signio-keeper, coffee-house-keeper, distiller, dyer, brazier, smith, carrier, pipe-burner, melter of tallow, tallow-chandler, or to any person or persons to make auction or public sales of household goods, without a licence first had and obtained in writing under the hand or hands of the said W. D. or the person or persons, who shall for the time being, be intitled to the immediate reversion of the premises hereby demised as aforesaid, or shall do or omit to do any act, matter or

To give notice of want of repair.

By lessee to repair.

To insure.

Not to do any damage.

Power of re-entry in default of payment of rent, or suffering particular trades to be carried on in said premises.

By lessor for
lessors quiet en-
joyment.

thing in breach or non-performance of all or any of the covenants, conditions and agreements in these presents contained, on the part and behalf of him the said *S. R.* his executors, administrators and assigns, to be performed and kept, then and from thenceforth it shall and may be lawful to and for the said *W. D.* or the person or persons for the time being, entitled to the rent hereby reserved into the premises hereby demised or any part thereof in the name of the whole, wholly to re-enter, and the said *S. R.* his executors, administrators and assigns, and all other possessors and occupiers thereof, thereout and from thenceforth utterly to expel, put out and remove, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *W. D.* for himself, his executors, administrators and assigns, doth covenant promise and agree to and with the said *S. R.* his executors, administrators and assigns, by these presents, that it shall and may be lawful to and for the said *S. R.* his executors, administrators and assigns, paying the rent hereby before reserved, and performing, fulfilling and keeping the covenants, clauses and agreements hereinbefore reserved, mentioned and contained on his and their parts to be paid, kept, done and performed, peaceably and quietly, to have, hold, occupy, possess and enjoy the said messuage, dwelling house or tenement, and all and singular other the premises hereby demised, and every part or parcel thereof, with their and every of their rights, members and appurtenances for and during the said term of twenty-nine years, eleven months and twenty-four days, hereby granted, without any lawful let, suit, trouble, extinction, interruption or molestation of, or by him the said *W. D.* his heirs and assigns, or of or by any other person or persons claiming or to claim, by, from or under him, them or any of them, or by, from or under *W. J.* late of ——— or *C. D.* late of, ——— respectively, deceased, or either of them. *In Witness, &c.*

* *Another Lease of a House to begin at a future Time, on laying out Money in Repairs, with other special Covenants.*

Parties.

consideration

THIS Indenture, made the 16th day of December in the 25th year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1785; Between *J. R.* of ——— in the county of ——— of the one part, and *K. W.* of, &c. of the other part, *Witnesseth*, that for and in consideration of the sum of 39*l.* 16*s.* of lawful money of Great Britain, in hand paid by the said *J. W.* unto the said *J. R.* at and before the sealing and delivery of these presents, for or in the name of a fine, the receipt whereof he the said *J. R.* doth hereby acknowledge; And also for and in consideration of the sum of 99*l.* of like lawful money, to be laid out and expended by the said *K. W.* his executors, administrators or assigns

assigns, in doing such substantial repairs as are necessary to be done in and upon the messuage or tenement and premises by these presents demised; And also for and in consideration of the yearly rents, covenants, conditions, provisoes and agreements herein after reserved, mentioned and contained, by and on the part and behalf of the said *K. W.* his executors, administrators and assigns, to be paid, done and performed; He the said *J. R.* Hath demised, leased, set, and to farm letten, and by these presents doth demise, lease, set, and to farm let, unto the said *K. W.* his executors, administrators and assigns, All that messuage, &c. together with all ways, waters, water-courses, lights, easements, profits, commodities and appurtenances whatsoever to the said messuage or tenement and premises belonging, or in any wise appertaining; To have and to hold the said messuage or tenement, with the appurtenances hereby demised, unto the said *J. W.* his executors, administrators and assigns, from the 25th day of September which will be in the year of our Lord 1789, for and during, and unto the full end and term of 21 years and one quarter of a year, from thence next ensuing and fully to be compleat and ended; Yielding and paying therefore yearly and every year during the said term of 21 years and one quarter of a year hereby demised, unto the said *J. R.* his heirs and assigns, at or in the common dining-hall of *Lincoln's Inn*, in the said county of *Middlesex*, the clear yearly rent or sum of 30 *l.* of lawful money of *Great Britain*, at or on the four most usual days of payment in the year, (that is to say) the 25th of December, the 25th of March, the 24th of June, and the 29th of September, by even and equal portions, in clear money, without any manner of defalcations, deductions or abatements, to be made thereout for or in respect of the land-tax or any other tax, rate, insurance-money, or other requisites or charges whatsoever, parliamentary or otherwise howsoever; the first payment thereof to begin and be made on the 25th day of December which will be in the year of our Lord 1789; And also yielding and paying therefore yearly and every year during the term aforesaid, or such part as shall be then unexpired, unto the said *J. R.* his heirs and assigns, the further yearly rent or sum of 50 *l.* of lawful money of *Great Britain*, clear of all parliamentary and other taxes, charges, and deductions whatsoever, on the four most usual days of payment in the year, by even and equal portions, in case a common brewer, tallow-chandler or melter of tallow, soap boiler, tobacco-pipe-maker or burner, baker, butcher, dyer, dresser or seller of flax or hemp, blacksmith, victualler or retailer of beer, ale, or spirituous liquors, distiller, pewterer, brazier, tin-worker, slaughterer, farrier, wash-stillers, bagnio keeper, auctioneer, or any of them, or any other noisome or nauseous or offensive trade, mystery, or occupation shall be set up, used or exercised on the said premises hereby demised, or on any part thereof, contrary to the covenant herein after mentioned; the first payment of which said rent of 50 *l.* to begin and be made on the first of the said days of payment which shall next happen after any such trades, mysteries, or occupations shall be set up, used, and exercised on the said demised premises, or on any part thereof. And the said *K. W.* for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said *J. R.* his heirs and assigns, by these presents, that he the said *K. W.* his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid unto the

Parcels and general words.

Habendum.

Reddendum.

Further reddendum on using particular trades.

Covenant to pay rent.

To pay 50*l.* more in case of setting up particular trades on the premises.

To re-enter on non-payment of rent or the further rent, in case of using trades.

To lay money out and keep the premises in repair,

and produce vouchers for the money laid out.

the said *J. R.* his heirs and assigns, yearly and every year during the said term of 21 years and one quarter of a year thereby demised, the said rent or sum of 30*l.* without any manner of defalcations, deductions or abatements whatsoever, parliamentary or otherwise howsoever, upon the days and at the place herein before appointed for the payment thereof according to the true intent and meaning of these presents; *And also*, shall and will well and truly pay, or cause to be paid unto the said *J. R.* his heirs or assigns, the said further rent of 50*l. per annum*, free from all taxes as aforesaid, in case any of the trades, mysteries, or occupations herein before mentioned, shall be set up, used, and exercised on the said premises mentioned to be hereby demised, or on any part thereof, contrary to the covenant herein after mentioned, according to the reservation aforesaid, and the true intent and meaning of these presents; *Provided always*, and upon condition nevertheless, that if the said rent or sum of 30*l.* herein before reserved, or the further rent of 50*l. per annum* in case any of the trades, mysteries, or occupations herein before mentioned shall be set up, or exercised on the said demised premises, or any part thereof, contrary to the covenant herein after mentioned, or either of them, or any part of them, or either of them, shall be behind or unpaid, in part or in all, by the space of 21 days next over or after any or either of the said days of payment whereon the same is appointed to be paid, at the place of payment as aforesaid, or if the said *K. W.* his executors or administrators, do, or shall lease, demise, assign, or set over this present indenture of lease or the aforesaid premises, for all or any part of the said term, to any person or persons whatsoever, without the special licence and consent of the said *J. R.* his heirs or assigns, for that purpose first had and obtained in writing under his or their hand and seal, or hands and seals, that then and from thenceforth, in any or either of the said cases, it shall and may be lawful to and for the said *J. R.* his heirs or assigns, into and upon the said messuage or tenement and premises hereby demised, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, in the same manner as if these presents had never been made and executed; and the said *K. W.* his executors, administrators and assigns, and his and their under tenants and occupiers of the said premises, and every part thereof, from thence utterly to expel, put out and amove, any thing in these presents contained to the contrary thereof in any wise notwithstanding; *And* the said *K. W.* for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said *J. R.* his heirs and assigns, by these presents, in manner and form following. (that is to say) that he the said *J. W.* his executors administrators and assigns, shall and will within the time or space of three years from the commencement of this demise, lay out and expend the said sum of 99*l.* according to the agreement hereby made, in the most necessary and substantial repairs of the said messuage or tenement and premises hereby demised, and shall and will, at the end of the said term of 3 years, produce or shew unto the said *J. R.* his executors, heirs or assigns, or to such surveyor as shall be by him or them appointed, the bills or vouchers for the payment of so much money laid out and expended in such repairs, to the satisfaction of such surveyor or agent, that the said sum of money hath been truly laid out and expended according to the agreement.

agreement hereby made; *And also* shall and will, at his and their own proper costs and charges, from time to time, and at all times during the said term hereby granted, well and sufficiently repair the said messuage or tenement and premises hereby demised, together with all the glass windows, leaden gutters and other gutters, spouts and pipes of lead, pavements, vaults, sewers, sinks, drains, wydraughts, walls, party-walls and fences, that now or at any time hereafter during the continuance of the said term of 21 years and one quarter of a year, shall be in, upon, under, or belonging to the same premises, in, by, and with all and all manner of needful and necessary reparations, supportations, paving, emptying, cleansing, fencing, and amendments whatsoever, and the same messuage or tenement and premises hereby demised as aforesaid, with all the glass windows, leaden gutters and other gutters, spouts and pipes of lead, pavement to vaults, sewers, sinks, drains, wydraughts, walls, party-walls, and fences in and belonging to the same premises so well and sufficiently repaired, upheld, supported, sustained, maintained, paved, emptied, cleansed, walled, fenced, amended, and kept in such good and sufficient repair as aforesaid, shall and will, at the end of the said term of 21 years and one quarter of a year, hereby demised, or other sooner determination of this present lease, which shall first happen, peaceably and quietly leave, surrender, and yield up unto the said J. R. his heirs and assigns, together with all the doors, locks, keys, hinges, iron rails, bars, bolts, marble and other hearths, chimney pieces, foot-paces, cover-stones, glass windows, floors, sashes, shutters, pins, partitions, wainscot, closets, drawers, pumps, water-pipes, posts, rails and pales, and all other things set up, fixed, or fastened to the premises hereby demised, or to any part thereof, during the said term, with liberty for the said J. R. his heirs and assigns, or his or their agents, to come at any time or times into and upon the said demised premises, to take an inventory or schedule of the matters and things aforesaid; *And moreover* that it shall and may be lawful to and for the said J. R. his heirs and assigns, and his and their agents, officers and servants, with workmen or without, twice in every year during the said term of 21 years and one quarter of a year, (in the day-time) to enter into and come upon the demised premises, or any part thereof, to view, search, and see the state and condition of the reparations thereof, to give or leave notice or warning in writing or otherwise, for the repairing and amending all such defects or wants of reparations as shall be there found, within the space of four months next after such notice or warning shall be so given or left, within which time or space of four months, the said J. W. for himself, his executors, administrators and assigns, *Doth* covenant, promise, and agree to and with the said J. R. his heirs and assigns, to repair and amend the same accordingly; *And also* that he the said R. W. his executors, administrators and assigns, shall and will, from time to time, and at all times during the said term of 21 years and one quarter of a year, at his and their own proper costs and charges, keep the said messuage or tenement and premises hereby demised, insured from loss or damage by fire: *And also* bear, pay, and discharge all assessments, taxes, levies, impositions and payments whatsoever, parliamentary or otherwise howsoever, which are or shall be assessed, taxed, or imposed upon, or become payable out of or for the demised premises, or any part

To keep in repair,

and so yield up, together with fixtures, &c.

With liberty for lessor to enter and take a schedule of the same.

Covenant to view the premises,

and to repair. To insure.

To pay taxes, &c.

Not to use particular trades.

Covenant for quiet enjoyment on payment of rent and performance of covenants.

part thereof, or which shall be assessed, taxed, or imposed upon the said *J. R.* his heirs or assigns, for or by reason of the same premises, or any part thereof, by virtue of any act or acts of parliament, law, statute, usage or custom whatsoever; *And also* that he the said *J. W.* his executors, administrators and assigns, shall not nor will, at any time or times during the said term of 21 years and one quarter of a year, set up, use, exercise, or cause or suffer to be set up, used, or exercised upon or within the said messuage or tenement, or upon any part of the premises hereby demised, the trade, mystery, or occupation of a common brewer, tallow chandler or melter of tallow, sugar-baker, soap-boiler, tobacco-pipe-maker or burner, baker, butcher, dyer, dresser or seller of flax or hemp, blacksmith, victualler or retailer of beer, ale, or spirituous liquors, distiller, pewterer, brazier, tin-worker, slaughterer, farrier, wash stiller, bagnio keeper, auctioneer, or any of them, or any other noisome, nauseous or offensive trade, mystery, or occupation whatsoever, whereby or by means whereof the tenants of the said *J. R.* in ——— *Street* aforesaid, or thereabouts, or any of them, shall be damaged, endangered or annoyed, in their or any of their habitations, or the appurtenances thereunto belonging; *And* the said *J. R.* for himself, his heirs and assigns, *Doth* covenant, promise, and agree to and with the said *R. W.* his executors, administrators and assigns, by these presents, *That* he the said *R. W.* his executors, administrators and assigns, paying the said yearly rent in manner aforesaid, and observing, performing, fulfilling, and keeping all and every the covenants, conditions, provisoes, and agreements herein before contained, which on the part of the said *R. W.* his executors, administrators and assigns, are, and ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or lawfully may, peaceably and quietly hold, possess and enjoy the said dwelling house, messuage or tenement, and all other the demised premises, with the appurtenances, during the said term of 21 years and one quarter of a year, without any let, suit, trouble, interruption, or disturbance of the said *J. R.* his heirs and assigns, or any other person or persons whatsoever lawfully claiming or to claim any estate or interest in the same by, from, or under him, them, or any of them. *In Witness, &c.*

Lease of a House from a Tenant in Tail, with many special Covenants.

THIS Indenture, made the — day of *May*, in the year of our Lord *Christ*, 1780, and in the 20th year of the reign of our sovereign lord *George* the Third, by the grace of God of Great Britain, France and Ireland king, defender of the faith, and so forth, *Between* *A. B.* of, &c. of the first part, and *C. D.* of, &c. of the second part; Whereas the messuage or tenement and premises herein after demised, are held by virtue of or under a lease made to *E. R.* bearing date the 10th day of *May*, 1731 for the remainder of a term of years which will expire on the 5th day of *June*, in the year 1781. Now this Indenture witnesseth, that for and in consideration of the rents, covenants, and agreements herein after reserved, mentioned, and contained on the part of the said *C. D.* his executors, administrators and assigns, to be paid, kept, observed, and performed, he the said *A. B.* by virtue of and in pursuance of the power and authority for this purpose given to and vested in him, in, and by an act of parliament made and passed in the — year of the reign of his present majesty king *George* the Third, intituled, An act for enabling *A. B.* esq; to grant leases of certain estates in the county of *Middlesex* and city of *London*; and of all and every other power and powers enabling him thereto, Hath demised, leased, set, and to farm letten, and by these presents Doth demise, lease, set, and to farm let, unto the said *C. D.* his executors, administrators and assigns, All that, &c. And all cellars, solars, vaults, ways, paths, passages, waters, water courses, lights, easements, profits, commodities and appurtenances whatsoever to the said messuage or tenement, erections, buildings, and premises belonging, or in any wise appertaining, Except, and always reserved out of this present demise, the liberty and use of such drains, cesspools, privies and water-courses, as now or hereafter run in, through, or under the said messuage or tenement, erections, buildings and premises hereby demised, from any other messuage or tenement of or belonging to the said *A. B.* which is situate and being near or adjacent to the said hereby demised messuage or tenement, erections, buildings, and premises, To have and to hold the said messuage or tenement, erections, buildings, and premises hereby demised, with their appurtenances unto the said *C. D.* his executors, administrators and assigns, from the 5th day of *June*, which will be in the year of our Lord 1781, for and during the term of twenty-one years from thence next ensuing, and fully to be compleat and ended: Yield- and Paying, therefore, for and during the said term of twenty-one years, unto the said *A. B.* his heirs or assigns, or to other the person or persons, who, for the time being, shall be intituled to the said hereby demised

Parties.

Recital of pre-
misses being
held under a
lease.

Consideration
of rent, &c.
and by virtue of
a power given
by act of par-
liament.

Demise.

Parcels.

General words.

Exception of
drains which
run through
demised pre-
misses.

Habendum for
years.

Reddendum the
most beneficial
rent quarterly.

Clear of all
taxes.

Reddendum, a
certain rent for
the last half
year.

Covenant by
lessee to put into
repair within a
certain time,

and for payment
of rent;

and taxes;

and repairs of
drains in pro-
portion to rent.

demised premises, in reversion or remainder, immediately expectant on the determination of the said term, the yearly rent or sum of 70*l.* of lawful money of *Great Britain*, (being the most beneficial rent that could be reasonably had or obtained for the said hereby demised premises) by even and equal quarterly payments, on or at the days and times herein after mentioned (that is to say) the 5th day of *January*, the 5th day of *April*, the 5th day of *July*, and the 10th day of *October*, in every year, without any deduction or abatement whatsoever out of the same, or any part thereof, for or upon or in respect of any taxes, rates or assessments whatsoever, taxed, charged, assessed or imposed upon or in respect of the said hereby demised premises, or any part thereof, by authority of parliament or otherwise howsoever, the first quarterly payment of the said rent of 70*l.* to be made on the 10th day of *October* which will be in the year 1781. *And likewise yielding and paying*, for the last half-year of the said term of twenty-one years, the clear rent of sum of 35*l.* on the 5th day of *January*, which will be in the year of our Lord 1803, without any deduction or abatement whatsoever thereout as aforesaid; *And* the said *C. D.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *A. B.* his heirs, executors, administrators and assigns, and all other person or persons intitled, for the time being, to the same premises in reversion or remainder as aforesaid, by these presents in manner following (that is to say) that he the said *C. D.* his executors, administrators or assigns, shall and will, within the first year of the said term of 21 years, at his or their own costs or charges, put, or cause to be put, all the said hereby demised messuage or tenement, erection, buildings and premises, in good repair, with the best and proper materials of all sorts, in a substantial and workman-like manner, to the satisfaction of the said *A. B.* or of other the person or person or persons, who, for the time being, shall be intitled to the said messuage, tenement, erections, buildings and premises, in reversion or remainder immediately expectant on the determination of the said term of twenty-one years, or of their, his, or her surveyors for the time being; *And* that he the said *C. D.* his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid unto the said *A. B.* his assigns, or other the person or persons, who, for the time being, shall be so intitled, as aforesaid, the yearly rent or sum of 70*l.* during the said term hereby granted, the said yearly rent or sum of 70*l.* during the said term of twenty one years, to be paid in the shares and proportions, and on or at the days or times herein before mentioned and appointed for payment thereof respectively, according to the true intent and meaning of these presents; *And* that he the said *C. D.* his executors, administrators and assigns, shall and will, during the continuance of this present lease or demise, well and truly pay and discharge taxes, rates, and assessments whatsoever taxed, charged, assessed, imposed, or to be taxed, charged, assessed, or imposed upon the demised premises, or any part thereof, by authority of parliament or otherwise howsoever; *And also* shall and will, from time to time, at all times, during the continuance of the said term of twenty-years, contribute and pay towards the cleaning, repairing, and rearing the drains, pipes, and other water-courses which shall be used common by any of the tenants or occupiers of the said hereby demised premises.

premises, or any part or parts thereof, and the owner or owners, occu-
 pier or occupiers of any other messuage or tenement, messuages or tene-
 ments, erections or buildings; *And also*, that he the said C. D. his
 executors, administrators and assigns, shall and will, from time to time,
 and at all times, after the said hereby demised messuage or tenement,
 erections, buildings and premises, shall have been so put in repair as
 hereinbefore mentioned, during the continuance of the said term of
 twenty-one years, at his and their own proper costs and charges, keep
 all the said hereby demised messuage or tenement, erections, buildings
 and premises, in such good and substantial repairs, as according to the
 usage of the city and liberty aforesaid, would be proper, fit, and re-
 quisite, to be done by the lessee or landlord, if a new lease was to be
 made and executed by him or her of the said hereby demised premises to a
 new tenant, at the full improved rent thereof, to enter thereon (in-
 cluding painting and white-washing only excepted); *And also* shall and will,
 during the continuance of the said term of twenty-one years, well and
 sufficiently repair, uphold, support, pave, scour, cleanse, glaze, empty,
 mend, maintain and keep, all and every the pavements, wydraughts,
 glass windows, and other appurtenances of or to the said hereby
 demised messuage or tenement, erections, buildings and premises re-
 spectively belonging or appertaining, when, where, and as often as need
 or occasion shall be or require; *And also* shall and will, every fourth
 year of the said term of twenty-one years, at his or their own proper
 costs and charges, paint, or cause to be painted, all the outside wood-
 work of or belonging to the said hereby demised premises, twice, with
 good and proper oil-colours, in a workmanlike manner: *And also* shall
 and will, during the last half-year of the said term of twenty-one years,
 empty and cleanse all the bog-houses, drains and cels-pools, of or be-
 longing to the said premises: *And also*, that it shall and may be law-
 ful to and for the said A. B. and his assigns, or other the person
 or persons, who, for the time being, shall be intitled to the said
 hereby demised premises in reversion or remainder, immediately ex-
 cept on the determination of the said term of twenty-one years, with-
 out workmen, or others in his, her, their, or any of their com-
 mon, four times, or oftner, in every year, during the continuance of
 the said term hereby granted, at seasonable and convenient times, in the
 any time, to enter and come into, and upon the said demised premises,
 any part thereof, there to take a plan or plans thereof, and to view,
 search, and see in what state and condition, and repair the same are, and
 all defects and wants of repairs and amendments, as upon any such
 view shall be there found, to give or leave notice in writing, at the said de-
 mised premises, or any part thereof, to and for the said C. D. his exe-
 cutors, administrators and assigns, to repair and amend the same, within
 the time and space of one calendar month next after every such notice
 shall be so given or left as aforesaid, within which said space and time of
 one calendar month, he, the said C. D. doth hereby for himself, his
 executors, administrators and assigns, covenant, promise and agree, to
 with the said A. B. his heirs, executors, administrators and assigns,
 whether the person or persons entitled, for the time being as aforesaid,
 and sufficiently to repair and amend, and make good, all and every
 defects and wants of reparations, whereof any such notice shall be
 given or left as aforesaid; *And* the said C. D. doth hereby, for him-
 self,

To keep premis-
 ses in repair du-
 ring the term.

To repair pave-
 ments, &c.

Every fourth
 year to paint
 the out-side;
 during the half-
 year, to empty
 bog-houses, &c.

Liberty for
 lessor to enter
 and take plan
 of premises,
 and view and
 give notice of
 want of repairs.

Lessee cove-
 nants to repair
 accordingly.

Lessee to repair
 or rebuild party
 walls.

In case of any difference to give notice to lessor to permit him to appoint surveyors to settle same.

At end of term, to yield up premises in good repair.

And likewise doors, &c. as shall be put up within the last 7 years.

self, his executors, administrators and assigns, covenant, promise and agree, to and with the said *A. B.* his heirs, executors, administrators and assigns, and other the person or persons entitled, for the time being as aforesaid, that he the said *C. D.* his executors, administrators and assigns, shall and will, at his and their own costs and charges from time to time, during the continuance of the said term of twenty-one years when and as often as occasion shall be or require, repair or rebuild the party walls, and party fence walls, of or belonging to the said hereby demised messuage or tenement, erections, buildings and premises; *And* that in case of any difference or dispute between the said *C. D.* his executors, administrators or assigns, and the owner or occupier of any adjoining messuage or tenement, touching or concerning the repairing or rebuilding any such party walls, &c. the said *C. D.* his executors, administrators or assigns, shall and will, immediately give notice thereof to the said *A. B.* or to other the person or persons, who shall be entitled to the said hereby demised premises, in reversion or remainder, immediately expectant on the determination of the said term of twenty-one years, and permit and suffer him, her or them, to name or appoint surveyors for adjusting and settling the same, in pursuance and conformable to the act of parliament, made and passed in the 14th year of the reign of his present majesty king *George* the Third, for the further and better regulation of buildings and party walls, and for the more effectually preventing mischief by fire, within the cities of *London* and *Westminster*, and the liberties thereof, or in pursuance of and conformable to such other act or acts of parliament, (if any) as may and shall hereafter be made, for altering, amending, or explaining the said act of the 14th year of his present majesty's reign, or any of the matters or things therein contained: *And also*, that he the said *C. D.* his executors, administrators or assigns, shall and will, at the end, expiration, or sooner determination of the said term of twenty-one years, which shall first happen, peaceably and quietly leave, surrender, yield, and give unto the said *A. B.* or to other the person or persons, who, for the time being, shall be so intitled as aforesaid, all the said hereby demised messuage or tenements, erections, buildings and premises, and all the party walls, pavements, out-houses, gutters, pikes, sinks, drains, wyndrains, necessaries, glass, glass windows, and other things thereunto belonging or appertaining, in all respects, well and sufficiently repaired, maintained, upheld, paved, purged, scoured, cleansed, maintained, employed, and amended; *And also* all such fixtures and other things as are mentioned in the schedule or particular, hereunder written; *And also* all the doors, locks, keys, latches, bolts, bars, staples, hinges, and other fastenings whatsoever, wainscots, marble, and other chimney-pieces, mantle-pieces, chimney-jambs, foot-paces, slabs, covins, sash, and other window-casements, window-shutters, partitions, cupboard-dressers, shelves, drawers, coppers, fixed boilers, ranges, fixed grates, stewing-stoves, Dutch-ovens, lead and other cisterns, pumps, pipes, bells, cranks, cocks, marble and other water-closets, balcons, and other things thereunto appertaining, posts, pails and rails, which now are, or hereafter during the said term of twenty-one years, shall be set up, fixed or fastened in, upon, or about the said hereby demised premises, or any part thereof, or such of them as shall, at any time during the last seven years of the said term of twenty-one years, be

fixed or fastened in, upon, or about the said hereby demised premises, or any part or parts thereof, whole, safe, undefaced, and in good and substantial repair, in all respects fit for use; And moreover, that it may and shall be lawful to and for the said *A. B.* and his assigns, and all the person or persons, who, for the time being, shall be so entitled as aforesaid, or his, her, or their surveyor or surveyors, agent or agents, for the time being, at any time or times, in the day time, during the last seven years of the said term of twenty-one years, to enter and come into and upon the said hereby demised premises, or any part thereof, and take a schedule or inventory of the several doors, locks, keys, bolts, bars, staples, hinges, and other fastenings of every kind, transoms, hearths, marble and other chimney pieces, mantle pieces and chimney jambs, foot-paces and slabs, covings, sash and other windows, casements, windows, window shutters, partitions, cupboards, dressers, drawers, shelves, coppers, fixed boilers, ranges, fixed grates, stewing ovens, Dutch ovens, lead and other cisterns, pumps, pipes, gutters, bells, cranks, marble and other water-closets, basons, plugs, and everything relating thereto, posts, pails and rails, and other fixtures, which shall be then always fixed or fastened to, or set up, or placed in or upon the said hereby demised premises, or any part thereof; And the said *C. D.* doth hereby for himself, his executors, administrators and assigns, further covenant, promise and agree, to and with the said *A. B.* and his assigns, and other the person or persons intitled, for the time being as aforesaid, that he the said *C. D.* his executors, administrators and assigns, shall not let or assign their present lease, or the said premises hereby demised, or any part thereof, for all the term hereby demised, nor cut or maim any of the principal timbers or walls of, or make any alteration in the said hereby demised premises, or any part thereof, (except for the rebuilding the same), nor remove or take away any fixture in or upon the said premises, or any part thereof, or use, or occupy any part of the said buildings and premises as a stable or coach-house, or permit or suffer the same to be used or occupied as such, without the consent in writing of the said *A. B.* or his assigns, and of other the person or persons, who for the time being shall be so intitled as aforesaid, and with his, her, or their hand or hands, nor will, during the continuance of the said term of 21 years, use, exercise, or carry on, in, or upon the said hereby demised premises, or any part thereof, or permit or suffer the same, or any part thereof, to be occupied by any person or persons who shall use, exercise, or carry on therein the art, mystery, trade, or business of a vintner, victualler, coffee house keeper, brewer, butcher, baker, slaughterman, tallow-chandler, soap boiler, cooper, scowerer, chimney-sweeper, metal-founder, smith, brazier, tin-smith, farrier, flax-dresser, tripe-boiler, or any other dangerous, annoying, or offensive trade or business whatsoever, or permit or suffer any thing to be done in or upon the said demised premises or any part thereof, which may be or grow to the annoyance, grievance, disturbance, or damage of the said *W. B.* or his assigns, or other the person or persons who for the time being shall be so entitled as aforesaid, or his, her, or their tenant or tenants, or any of them, and shall not and will not make any public sale or auction in or upon the said hereby demised premises, or any part thereof, without such consent as aforesaid, *Provided nevertheless*, and it is hereby declared

License to take a schedule of doors, &c.

Covenant by lessee not to assign lease or let the premises for the whole term, or maim any of the timbers, or remove any fixture, or use or permit the premises to be occupied as a stable or coach-house, without consent, or use or permit certain trades to be carried on therein, or do any thing to annoy lessor or his other tenants, nor make or permit any auction without consent.

and

Power for
lessee to
assign or un-
der let for
less than the
present term
subject to the
present cove-
nants, and
to give no-
tice thereof.

Liberty of
water-course
through de-
mised pre-
misses for
lessor and his
other tenants.
To enter
and repair
adjoining
premises and
necessaries,
&c.

If any dis-
pute between
lessee and
lessor's other
tenants as to
window-
lights, &c.
same to be
settled by
lessor in
writing.

Licence
within the
last 6 months
of term to
put up a bill
to let, and
for lessor to
enter and
shew pre-
misses.

and agreed, that the said *C. D.* his executors, administrators and assigns, shall be at liberty to let or assign the premises hereby demised, or any part thereof, for any term or terms of years short of the said term of 21 years hereby demised in case every such lease or assignment be made subject to the several covenants, provisoes and agreements contained in this present indenture of lease, and that notice in writing of every such lease or assignment be given to the said *A. B.* or his assigns, or other the person or persons, who for the time being shall be so intitled as aforesaid within the space of three months after the making such lease or assignment, and that the said *C. D.* his under-tenants or assigns, do not carry on in the said premises, or any part thereof, any of the trades herein before excepted against, and do enter into the several covenants and restrictions herein contained, or so many of them as relate to or regard, or can affect under-tenants, any thing herein contained to the contrary thereof in any wise notwithstanding; *And also* that the said *C. D.* and his assigns, and other the person or persons who for the time being shall be so intitled as aforesaid, and his or their other tenants shall have free liberty of water-course in and through the said hereby demised premises, to carry off the water from the other messuages or tenements or belonging to the said *C. D.* or adjoining to the said hereby demised premises; *And* that it shall and may be lawful for the workmen of or employed by the said *C. D.* or his assigns, and other the person or persons who for the time being shall be so intitled as aforesaid, and his or their tenants or occupiers of the said messuages or tenements adjoining to the said hereby demised premises, at seasonable times, in the day time, during the continuance of the said term of 21 years, to enter and come into, and upon the said hereby demised premises, or any part thereof, to repair such adjoining messuages or tenements, and to empty and cleanse the necessaries, cesspools, gutters and drains of or belonging to the said messuage or tenement near or adjoining to the said demised premises, or any part thereof, when and as often as occasion shall be or require; *And* that if any dispute or controversy shall at any time or times during the continuance of the said term of 21 years between the said *C. D.* his executors, administrators or assigns, and the tenant or occupier, or tenants or occupiers of the said adjoining messuages or tenements, or any of them respectively, touching or concerning window-lights, sewers, drains, water-courses or easements, privileges or appurtenances to the said hereby demised premises, and the said other adjoining messuages or tenements, or any of them respectively belonging or appertaining, the same shall be from time to time settled and determined by the said *A. B.* or his assigns, or by other the person or persons who for the time being shall be so intitled as aforesaid, in such manner as he, she, or they shall think reasonable, and by any writing in his, her, or their writings order or direct; *And also* that it shall and may be lawful to and for the said *A. B.* and other the person or persons who for the time being shall be so intitled as aforesaid, or any person or persons by his, her, or their orders or direction, at any time or times during the last six months next before the expiration or determination of the said term of 21 years to place and fix notices in writing upon the doors or other notable place or places of the said hereby demised premises, signifying that the said premises are to be let, and for him, them, or their agents, in the day time, during the said 6 months, with others in his, her, or

company, at his or their will and pleasure, to enter and come into and upon the said demised premises, to shew the same to any person or persons who shall be willing or desirous to become or treat concerning the becoming tenant or tenants thereof, before or at the expiration or determination of the said term of 21 years, without any let, interruption, or hindrance of, from, or by the said *C. D.* his executors, administrators or assigns, or any other person or persons claiming, or to claim, by, from, or under him or them, or any of them; And the said *C. D.* doth hereby for himself, his executors, administrators and assigns, likewise covenant, promise, and agree to and with the said *A. B.* and his assigns, and other the person or persons intitled for the time being as aforesaid, that he the said *C. D.* his executors, administrators or assigns, shall and will within 6 days next ensuing the date hereof (or within one month before the subsisting insurance thereof shall expire), insure or cause to be insured *All* and every the said hereby demised messuage or tenement, erections or buildings, from or against loss or damage by fire, in the Sun-Fire insurance office in the city of *London*, (unless upon application unto the said *A. B.* or his assigns, or to other the person or persons who shall be so intitled as aforesaid, he, she, or they, shall in writing consent, that the insurance be made in some other sufficient office in the city of *London* or *Westminster*, for the full worth or value thereof,) and from time to time, and at all times hereafter during the continuance of the said term of 21 years, shall make due and regular payments of the policies of insurance of the premises to the said office, or shall renew the said insurance from time to time during the said term of 21 years, as often as there shall be occasion for such renewal, so as to keep all the said hereby demised messuage or tenement, erection and building so as aforesaid, continually insured from and against loss or damage by fire, during the continuance of the said term of twenty-one years, all which sums and sums of money which shall be paid by the proprietors of the said insurance office or directors of such other office as aforesaid, by virtue or in consequence of any such policy or policies of insurance, it is hereby agreed, shall be forthwith with all convenient speed, laid out and applied in, for, or towards the re-building or substantially reinstating and making fit for habitation such of the said messuages or tenements, erections or buildings as shall happen to be burnt down or damaged by fire, as the case shall happen. And that if the said *C. D.* his executors, administrators or assigns shall not make and continue or cause to be made and continued such insurance as aforesaid, then and in that case he the said *C. D.* his executors, administrators and assigns, shall and will, at his and their own proper costs and charges, cause or procure the said messuages or tenements, erections and buildings which shall be so burnt down or damaged by fire, to be rebuilt or in all respects substantially repaired, re-estimated and made fit for habitation, as soon as may be on such plan as may be approved of by the said *A. B.* or his assigns, or other the person or persons who for the time being shall be entitled as aforesaid, and so as the said stable or coach-house shall be built as aforesaid, And that if the said messuage or tenement shall be so insured and kept insured as aforesaid, the sum or sums of money which shall be paid by the proprietors or directors of such insurance office, by virtue or in consequence of any such policy or policies of insurance shall not be sufficient for the rebuilding or repairing of the said messuage or tenements, erections or buildings

Covenant by lessee with a certain time to insure premises in the Sun fire office, or with consent of lessor, some other sufficient office.

To make regular payments or renew insurance.

And the sums paid by the office to be applied towards rebuilding premises.

If lessee shall not insure then he will rebuild the premises built upon a plan to be approved of by lessor.

If money to be paid by insurance office not sufficient for rebuilding, lessee to advance the difference.

That the repairs shall be done in a workmanlike manner, under the lessor's surveyor's inspection, and liberty for him to enter and do the same.

Agreement that if premises are burnt, rent shall continue to be paid.

Proviso for re-entry

buildings as shall be burnt down or damaged by fire, then and in such case he the said *C. B.* his executors, administrators or assigns, shall and will advance and pay such sum or sums of money as together with the sum or sums of money which shall be paid by the proprietors of the said office or directors of such office as aforesaid, by virtue or in consequence of any such policy or policies of insurance as aforesaid, will be sufficient for re-building or substantially repairing, reinstating and making fit for habitation the said messuage or tenement, erections or buildings which shall be burnt down or damaged by fire, and cause or procure all the said messuage or tenement, erections or buildings to be rebuilt or in all respects substantially repaired, re-instated and made fit for habitation as soon as may be; *And also*, that all the several repairs and re-buildings herein before agreed to be done by the said *C. D.* his executors, administrators and assigns, shall be from time to time done and performed in the most perfect and workmanlike manner and with the very best materials of every sort and kind necessary for that purpose, and that the same shall be done under the inspection and to the approbation of the said *C. D.* his assigns or of other the person or persons, who for the time being shall be so intitled as aforesaid, or his, her or their surveyor for the time being, and that he, she and they, may and shall for that purpose have full and free liberty at seasonable and convenient times in the day time to enter and come into and upon the said hereby demised premises or any part thereof, when and as often as he, she or they shall think fit. *And* it is hereby declared and agreed by and between the said parties hereto, and their true intent and meaning is, that if any of the said hereby demised messuage or tenement, erections or buildings shall be burned down or damaged by fire, the said rent of 75 *l.* herein before reserved or any part thereof, shall not cease or be discontinued but shall be paid and payable in such and the same manner as if no such accident or damage by fire had happened. *Provided always*, and the presents are upon this express condition nevertheless, that if the said rent of 75 *l.* herein before reserved or any part thereof, shall be in arrears and unpaid by the space of forty days next, after any of the said days and times on which the same ought to be paid as aforesaid, or in case of the breach or non-performance of all or any of the covenants and agreements hereinbefore contained, on the part and behalf of the said *C. D.* his executors, administrators or assigns, to be kept, observed and performed, then, and in either of the said cases it shall and may be lawful to and for the said *A. B.* and his assigns, and other the persons or persons who for the time being shall be intitled to the said hereby demised premises immediately expectant on the determination of the term of twenty one years at any time or times hereafter, into and upon the said hereby demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as in his, her or their first or former estate any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. *And* the said *A. B.* doth hereby for himself, his executors, administrators or assigns, covenant, promise and agree to and with the said *C. D.* his executors, administrators and assigns, that he the said *C. D.* his executors, administrators and assigns, paying the said rent of 75 *l.* hereinbefore reserved as and when the same shall become payable and ought to be paid as aforesaid, and observing, performing, fulfilling and keeping all

every the covenants and agreements herein before mentioned, which on his and their part or behalf are or ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said hereby demised premises with their appurtenances, for and during the term of twenty-one years, without any lawful let, suit, trouble, denial or interruption of, from or by the said *A.* or any person or persons whomsoever, lawfully claiming or to claim by, from, under, or in trust for him, them or any of them. *In Witness,*
Ac.

A Letter of Attorney to enter and deliver Possession and Seisin to the Lessee.

NOW all Men by these presents, That *N.* lord bishop of *D.* within named, *Hath* made, ordained, constituted and appointed, and by these presents *Doth* make, ordain, constitute and appoint *R. H.* of *Darlington* in the county palatine of *D.* gent. his true and lawful attorney, for him, and in his behalf, into all and singular the premises within mentioned to be demised, or into any part or parcel thereof, in the name of the whole, to enter, and thereof full and peaceable possession and seisin to take, and, after possession and seisin had and taken, possession and seisin thereof to give and deliver to *W. R.* within named, or to such person or persons as he shall authorise or appoint to take or receive the same, according to the form and effect of the within written indenture of demise; hereby ratifying and confirming whatsoever the said *R. H.* shall do in or concerning the premises. *In Witness* whereof the said *N.* lord bishop of *D.* hath hereunto set his hand and seal the _____ day of _____ in the year of our Lord _____ and in the _____ year of the reign of, &c.

Signed, sealed and delivered
 in the presence of

The like to receive Possession and Seisin.

K NOW all Men by these presents, that the within named *W. R.* Hath made, ordained, constituted and appointed, and by these presents *Doth* make, ordain, constitute and appoint *T. T.* of *Darlington* in the county palatine of *D.* his true and lawful attorney, for him, and in his name, to receive and take full and peaceable possession, livery and seisin of all and singular the premisses within mentioned, to be demised to the said *W. R.* by the said right reverend father in God, *N.* lord bishop of *D.* within named, for and during the natural lives of the within named *R. R. T. S.* and *J. E.* or of any part thereof in the name of the whole, according to the force, form and effect of the written indenture; and the said *W. R.* doth hereby ratify and confirm whatsoever his attorney shall lawfully do concerning the premisses. In *Witness* whereof the said *W. R.* hath hereunto set his hand and seal the day of _____ in the year of our Lord _____.

Signed, sealed and delivered
in the presence of

W. R.

Memorandum of Possession being delivered.

MEMORANDUM, That *R. H.* of *Darlington* in the county palatine of *D.* gent. by virtue of the power and authority to him given and granted by the right reverend father in God, *N.* lord bishop of *D.* did this _____ day of _____ enter into the premisses within mentioned to be demised by the said lord bishop to the within named *W. R.* and take and deliver quiet and peaceable possession, livery and seisin thereof, to *T. T.* of *Darlington* aforesaid, authorised by the said *W. R.* to take and receive the same, according to the force, form and effect of the within written indenture, in the presence of us.

Asat

A Lease for a Term of Years.

THIS Indenture, made the _____ day of _____ in the year of our Lord _____ and in the _____ year of the reign of our fore-
 reign lord George the Second, by the grace of God, of Great Bri-
 tain, France and Ireland, king, defender of the faith, &c. Between E.
 D. of L. widow, of the one part, and E. F. of the city of L.
 widow, of the other part, *Witnesseth*, that the said E. D. for and
 in consideration of the yearly rent herein after reserved and contain-
 ed on the tenant's or lessee's part to be paid, and for divers other good
 causes and considerations her therunto moving, *Has* demised, granted,
 and to farm letten, and by these presents *Doth* demise, grant, and to
 farm let unto the said E. F. All those two closes of meadow or pasture
 ground, commonly called the *Two long Closes*; and also one other close
 called *The Spittle* next adjoining to the said *Two long Closes*, which said
 three closes do contain together by estimation seventeen acres or there-
 abouts, be the same more or less; and one other close called *The three
 Acres*, which doth contain by estimation three acres, be the same more
 or less; all which said premises are situate, lying and being near
Upper Holloway in the parish of *St. Mary Islington* in the county of *M.*
 together with all ways, passages, waters, water-courses, profits, com-
 modities and appurtenances whatsoever, to the said several closes be-
 longing or appertaining; *To have and to hold* the said several closes or
 parcels of ground, meadow and pasture, and all and singular the pre-
 mises hereby demised, and every part thereof with the appurtenances,
 unto the said E. F. her executors, administrators and assigns, from the
 _____ day of _____ now last past, before the date of these presents,
 for and during and unto the full end and term of five years from thence
 next ensuing and fully to be compleat and ended: *Yielding and paying*
 therefore yearly and every year, during the said term, the rent of one
 pepper-corn at the feast of *St. Michael* the archangel, if the same be
 lawfully demanded: *Provided always* nevertheless, and upon this fur-
 ther condition, that if the said E. D. her executors, administrators or
 assigns, shall give or leave notice in writing with the said E. F. or at the
 place of her abode, within one month before the first year of the
 term hereby granted be expired, that she the said E. D. will have and
 enjoy the premises herself, that then and in such case, this present in-
 denture of lease, and the term hereby granted, shall cease, determine,
 and be utterly void. *In Witness*, whereof the parties above-named
 have to these presents, interchangeably set their hands and seals the day
 and year first above-written.

Sealed and delivered by the said E. D. upon part
 of the premises abovementioned, and possession
 thereof delivered to the lessee abovenamed
 (this indenture being first stamped) in the pre-
 sence of

R 2

Power

Power for Landlords to keep Courts on the Premises.

AND further, that the said *J. M. &c.* shall and will yearly and every year, during the said term of 21 years, upon reasonable warning given, do his and their suit and service of the court or courts to be held for and within the manor of *P.* alias *P.* so often as the court shall be there holden and kept, during the said term, so as the same exceed not more than twice in every year, and be there ordered as other tenants of the said manor are or ought to be, and shall and will peaceably and quietly permit and suffer the lord of the manor of whom the said premises are or shall be holden, together with his steward, servants and officers, to keep court for the said manor in the said messuage or tenement called *Little H.* being the manor-house, from time to time, and at all times, as often as the said lord, his heirs or assigns, shall think fit during the said term; And also shall and will, at their own proper costs and charges, give and allow to the said lord and his steward and his assigns, when and as often as the court shall be there kept, such reasonable entertainment as hath been usually allowed and given by the said farmer tenants, occupiers of the said messuage, lands and premises, as aforesaid, on such occasion as aforesaid.

Not to sell any of the Coppices under three Years Growth.

AND also, that the said *J. M.* his executors, administrators and assigns, shall not, nor will, at any time, during the said term of 21 years, sell or cut, or cause to be felled or cut down all or any of the coppices or underwoods hereby leased, that shall be under the growth of 12 years, nor shall nor will, during the four last years of the said term, cut, or cause to be cut or felled, any of the said coppices, but shall leave and yield up the same of the full age or growth of three years the least, at the end of the said term hereby leased, keep and maintain the said coppices and wood grounds well fenced in and inclosed, and keep all manner of cattle out of the same, that shall or may hurt or destroy any of the wood grounds and springs therein; and also if *M.* his executors, executors or assigns, shall put into, or willingly or wilfully suffer any cattle whatsoever, to come or be in the said coppices

or wood grounds, in or during the three last years of the said term, or within — after the cutting or selling of any coppice-woods or underwoods, except calves or colts of one year old; then and in such case, and also so often he or they, for every beast so being found trespassing or depasturing therein, shall and will forfeit and pay to the said J. W. his heirs and assigns, the sum of 50s. of lawful money

Covenant to have 10 Acres of Premises sown with Clover for Benefit of Landlord.

AND that he the said J. M. his heirs, executors, administrators or assigns, shall and will leave, or cause to be left in good order and husbandlike manner, 10 acres of the — lands hereby leased, sown with clover-grass, after the rate of one peck, of clover seed upon an acre, growing and to be growing upon the same lands, or some part thereof, at the end of the said term, or other sooner determination of this present lease, to and for the only proper use and benefit of the said J. W. his heirs and assigns.

Reddendum to a Person for Life, and after to those in Remainder.

YIELDING and paying therefore yearly and every year, during the said term of 21 years, at or in the hall of the mansion-house commonly called C. hall, in, &c. the yearly rent or sum of 7 l. &c. unto the said D and his assigns, during the life of the said D. and after his decease, to such other person and persons, who for the time being shall be intitled to the immediate reversion or remainder of the premises hereby leased, expectant on the determination of the said term, at the four most usual feasts, &c. the first of the said yearly payments, &c.

Covenant

Covenant to repair Walls, plant Trees, &c.

AND after building of either or both of the said walls to plant trees on his garden ground on the other side of the walls, and to nail such trees, by him and them planted, and the sprigs thereof against the walls, for and during all the residue of his said term of 31 years now to come therein, as he or they shall think fit; and that he or they, during the said four years, shall pay no rent for the said hereby leased piece of ground to the said C. S. her heirs or assigns, (other than and except the yearly rent of 1 s. for such planting and nailing, as an acknowledgment that the said walls are the property of her the said C. S. her heirs and assigns,) and so as he or they keep such walls on the side of his ground pointed and repaired, and so as the trees planted and nailed, in the last year of the said term, be left in such manner as hereafter mentioned, touching the same; and that he the said J. W. his executors or assigns, shall and will, during the residue of his said term pay to the said C. S. her heirs or assigns, the said yearly rent of 1 s. for his nailing against the said wall, as an acknowledgment for the same, as aforesaid; and also that he or they shall not, in the last year of his said term, do any damage to the said trees, so by him or them planted, nor draw any nails from the same; and also that he and they shall and will, at his and their own charge, keep the said walls, in the whole length thereof on his side of the same, pointed and repaired during all the residue of his said term of 31 years, and shall so leave and surrender up the same at the end of the same term, together with all such trees as shall be by him or them planted and nailed in the last year of the said four years, unto the said C. S. her heirs and assigns without committing any wilful waste, spoil or damage to the same. And that it shall and may be lawful to and for the said C. S. her heirs and assigns, during all the residue of the said term of 31 years (after the said walls built) twice in every year, to come into the garden of the said J. W. his executors or assigns, to view and see if the said walls are by him and them so pointed and repaired in manner as aforesaid; and in such view, in case of any defect found therein, to give such notice in writing to him or them for the pointing and repairing of every such defect, within three months then next following; and in case he or they shall not, within the said three months next after every such notice amend the same, then and in such case, it is hereby mutually agreed between the parties hereto, that he the said J. W. his executors or assigns, shall from thenceforth have no liberty of nailing his or their trees against the said walls, and then and in such case the said yearly rent of 1 s. so payable by him or them as aforesaid, shall cease and determine.

Covenants concerning a Warren.

AND that the said *A. (the lessee)* his, &c. at his and their own proper costs and charges, shall keep up, amend, repair and sufficiently maintain all lands and burrows of the said warren, and all gates, pales, hedges, fences, ditches and inclosures of or belonging to the same, or any part thereof, with their and every of their appurtenances, in good and tenantable repair, plight and condition; and the same so well and sufficiently repaired, amended and kept as aforesaid in all respects, shall and will, at the end or other sooner determination of this lease, quietly and peaceably yield up and leave unto the said *B.* his heirs or assigns: *And further*, that he the said *A.* his executors, &c. shall and will, during the continuance of this demise, keep and preserve the usual stock or number of conies upon the said warren (being computed at 400 or thereabouts) and save the like number, as near as can be, at the end or other sooner determination of this demise, and shall and will leave as stock upon the said warren: *And if* any dispute happen at the end or other sooner determination of this demise, concerning the number of conies left as stock upon the said warren, or should be left as stock, in such case, the same to be decided by four indifferent persons, whereof two are to be chosen by the said *B.* his heirs or assigns, and the other two, by the said *A.* his executors, &c. and their judgment being made in writing two months after their being so elected, is hereby agreed and declared shall be binding and final to all the said parties to these presents.

A Letter of Attorney in a Lease for three Lives.

AND lastly, the said duke doth by these presents constitute, ordain, and in his stead and place put *T. C.* of, &c. or either of them, his true and lawful attorney or attornies, for him and in his name, place and stead, to enter into the said capital messuage, and all and singular the lands, tenements, hereditaments and premisses aforesaid, and into every or any part or parts thereof, in the name of the whole, and thereof to take possession, and after possession so thereof had and taken, full and quiet and peaceable possession and livery and seisin to deliver to the said *B. D.* and *K.* his wife, or his or their lawful attorney in that behalf; *habendum* the same to the said *B. D.* and *K.* his wife, and their heirs and assigns, for and during the lives of the said *B. D.* and *K.* his wife, and *E.* their daughter aforesaid, according to the tenor and effect of these presents; the said duke hereby ratifying and confirming whatsoever his said attornies, or either of them, shall do in that behalf, by force and virtue of these presents, as fully as if the said duke had been personally present and done the same. *In Witness, &c.*

(A) *A Conveyance*

(A) *A Conveyance by Lease and Release, what.*

A Conveyance by lease and release, is where he who is to convey any lands or tenements first makes a *lease* (or *bargain and sale*) of the premises to the person to whom the same is to be conveyed for six months, a year, &c. but usually for a year, to the intent that by virtue thereof the lessee may be in the actual possession of the premises granted by the lease, (or bargain and sale) and intended to be released to him; and then the lessee (or bargainee) by virtue of the statute of the 27 H. 8. c. 10. for transferring uses into possession, is enabled to take a grant or release of the reversion and inheritance of the said lands, to the use of himself and his heirs for ever, &c. And then a *release* (usually dated the day next after the date of the lease, reciting the said lease and declaring the uses) is accordingly made; which in this case is a conveyance of one's right or interest that he has in a thing to another who has the possession thereof.

A lease and release are but one conveyance, and in the nature of one deed. *Mod. 252.*

Lease and release is now become the most common conveyance of lands. It amounts to a *feoffment*; for by the said statute the *uses* are transferred into the *possession*, so that thereby the place of *livery of seisin* is supplied; which indeed saves much trouble, especially when the bargainor, &c. lives at a distance from the premises; in which case a letter of attorney to make livery was obliged to be made, otherwise the bargainor, &c. was to deliver seisin in person.

(B) *Things requisite in a Lease (or Bargain and Sale) for a Year.*First, *With Respect to the Consideration.*

IT is requisite, and the usual and best way, to mention a consideration of money, as five shillings, or some other small sum, though it be never paid; for it was a question upon a lease for a year made by the words *demise, grant and to farm let*, rendering a pepper-corn rent whether the release could operate upon it? And it was objected that the release was void, because there was no entry found, nor any consideration

to raise an use, it being but a pepper-corn, which is not sufficient, for it is to be paid out of the profits of the land. Chief justice *North* at first said, the reservation seemed to him not to be sufficient to raise an use, because the use must be raised out of the land, and united to it before a rent can result out of it. But *Windham* just. was of opinion, that the reservation, though but a pepper-corn, would raise an use. And after time taking to advise, judgment was given, that the word *grant* would make the land pass by way of use; and that the reservation of a pepper-corn is a good consideration to raise an use to support a recovery. Also that this lease being within the statute of uses, there needs be no actual entry to make the lessee capable of the release; for by virtue of the statute he shall be adjudged to be in actual possession. 2 *Mod.* 252, 253.

If the words *bargain and sell*, in consideration of money, be in a lease; or if in consideration of money he does *demise*, &c. there an use will arise by the statute of uses. But if it be only rendering rent out of the land, that seems not to be a sufficient consideration to raise an use. *Mod.* 262, 263.

Secondly, *With respect to the Estate and Possession.*

The person who makes the bargain and sale for a year, must be in actual possession at the time of the sale, otherwise he cannot make

But if he has not the possession before the sale, he must enter upon the land, and seal and deliver the deed upon the land to the bargainee; and thus puts the bargainee into possession. *Vide Carter* 161. *Cro. Eliz.* 446, 447. *Dallison* 81. *Lev.* 47, 270, 271, 272. 3 *Lev.*

And if a man is seised in fee, and makes a lease for years, unless he is in possession, and the lessee enters, he must raise an use. *Mod.* 263. Upon a lease for a year, it being within the statute of uses, there is no need of an actual entry to make the lessee capable of taking the release; for by the said statute he is deemed in actual possession. 2 *Mod.* 253.

If a lease for years be made, without any consideration of money, the lessee has not any estate till entry; for before entry he has but an *interesse*, and no *possession*. *Co. Lit.* 278. a. 46. b.

Neither has the lessor any reversion till the lessee's entry; nor will a release to him, which enures by way of enlarging an estate, operate to give him a possession; for before a possession there is no reversion. *Co.* 270. a. *Cro. Jac.* 169. pl. 9.

By a bargain and sale of the *reversion and reversions*, remainder and rents, issues, and profits, &c. the bargainee by virtue of the statute of uses becomes possessed, 2 *Co.* 35. b. (it being a term) without any attornment, and he may distrain or bring an action of debt. *Vaugh.* 51. 8 *Co.* 93. b. 94. a.

Thirdly,

Thirdly, *With respect to Inrolment.*

There needs no inrolment of a bargain and sale for years, that cutes by the statute without it. 2 Co. 35. b. 36. a. 8 Co. 93. Roll. Abr. 204. 17 Vin. 172.

(C) *Things requisite in a Release.*First, *With Respect to the Consideration.*

A Release will operate without a consideration, but it is convenient to put a valuable consideration in, as money, or love and affection, or marriage, &c. for since the statutes of 13 Eliz. c. 5. and Eliz. c. 4. against fraudulent conveyances, if a man makes a voluntary feoffment, or other conveyance, without good consideration, it shall be fraudulent against a purchaser for a real consideration, or a mortgagee, or a judgment or statute-creditor, for good consideration.

But it shall be good against the party, his executors, administrators &c. Cro. Jac. 271. pl. 3.

Secondly, *With respect to the Estate and Possession.*

It has been the great wisdom and prudence of the sages of our law to provide, that no possibility, right, title or chose in action, may be granted or assigned to strangers, for that would make a multiplicity of suits and great oppression to the people; neither can they be transferred in law; but all rights, titles and actions may, by the prudent policy of the law, be released to the terre-tenant, for the reason of repose and quiet, and for avoidance of contentions and suits. 48. a.

Wherever a release is made, it is absolutely necessary that the releasor be in possession of some estate at the time of the release. Lit. § 1. He who makes a release of lands must have an estate in reversion out of which the estate may be derived to the releasee.

2. The releasee must have an estate in possession in deed or in law, in the land whereof the release is made, as a foundation for the release.

3. There must be a privity of estate between the releasor and releasee.

4. And there must be sufficient words in law, not only to make the release, but also to create and raise a new estate, or the release will not be good. *Co. Lit. 271.*

If a man occupies as tenant at sufferance, a release will not enture to him for want privity *Lit. § 461.*

His being tenant at sufferance is not good to vest any estate in him for want of privity between them; and a release to him, as to him who had the reversion, is void, because he had not any possession, there being no estate in him; and an estate cannot be vested in him in reversion by this means; for if tenant for life releases to him in reversion, it is void by way of release; and it cannot pass as a surrender for want of apt words. *Cro. Eliz. 21. Dyer 251.*

But where a man is in possession by virtue of a lease at will, there a release shall operate by reason of the privity between the parties. And it is in vain to make an estate by livery of seisin to another who has the possession before. *Lit. § 461, 462.*

Thirdly, *With respect to the Words in a Release.*

If I let land for life or years, and release all the right I have without the word *heirs*, this at the common law is but an estate for life; but if I release to him and his *heirs*, or to him and the heirs of his body, then this is an inheritance. *Lit. § 465.*

Fourthly, *With respect to Recitals, the Uses, Conditions, Descentances, Warranties and Covenants.*

A release may have one or more *recitals* in it (which is most commonly the case) yet it is good without any.

If the words, *to the only use and behoof of A. B. and his heirs and assigns for ever*, or such like words, are not in the release, then the estate executes by the statute of uses, and the trust is void.

Where no *use* is declared, it is to the use of the releasor and his heirs.

Where a release is made to *A. B. his heirs and assigns for ever*, to the only use and behoof of the releasee, his heirs and assigns for ever, in trust for the said *C. D.* (which said *C. D.* must be a party to the deed, and a consideration of *5 s.* to be paid by the releasee, and the purchase-money declared to be paid by *C. D.* the *cestuy que trust*) if these words are not in the deed, then the estate executes by a statute of uses, and the trust is void.

In

In case of lease and release to make a tenant to the *precise* in a common recovery, if the release is made to the tenant and his heirs; it must also be to the use of him, his heirs and assigns for ever; for the releasee must be absolute tenant of the freehold.

A release that enures by way of passing an estate, &c. may be made upon condition, or with a *defeasance*; so as the condition be contained in the release, or delivered at the same time with it. *Co. Lit.* 236.

And although there may be warranties, covenants, and such additions in releases, (which is usually the case), yet they are good without them.

(D) Of setting aside a Lease and Release, &c.

A Devised lands to J. S. and his heirs, but the will was defectively executed, and afterwards the heir at law, in consideration of one hundred guineas paid him by J. S. the devisee, by deed, reciting that this will was duly executed, released to the devisee all his right to the estate devised; and after that, there being debts appointed by the will to be paid, the devisee told the heir, that it would facilitate the raising of the money for the payment of the debts, (if he the heir) would join in a lease and release of the devised premises; and thereupon, for fifty guineas more paid to the heir, he, together with the devisee, by lease and release conveyed the premises to J. N. and his heirs in consideration of 4000*l.* mentioned to be paid by J. N. and a receipt was given; but in truth this purchase-money was to be paid, but J. N. was only a trustee for J. S. The court set aside this lease and release, upon payment of the one hundred and fifty guineas and interest; and said, either *suppressio veri*, or *suggestio falsi*, is a good reason to set aside any release or conveyance; and that to recite in a deed (as in this case) that the will was duly executed, when it was not, is *suggestio falsi*, and to conceal from the heir (as here) that the will was not duly executed, is *suppressio veri*. *Will.* 239, 240, 727.

PRECEDENTS OF

Leases and Releases.

A Bargain and Sale for a Year.

THIS Indenture, made the 1st day of September in the 14th year of the reign of our sovereign lord George the Second, by the Second, by the grace of God, of Great Britain, France and Ireland, King, defender of the faith, and so forth, and in the year of our Lord 1740. (a) Between A. B. of F. in the county of S. gent. of the one part, and J. B. of A. in the said county of S. gent. of the other part, Witnesseth, that as well for and in consideration of the sum of five shillings (b) of good and lawful money of England, by him the said J. B.

▲ bargain and sale for a year, to enable the bargainee to take a release.

(a) No person can make a bargain and sale for a year, who hath not the actual possession at the time of the sale. If he hath it not before the sale, he must enter upon the land, and seal and deliver the deed afterwards upon the land to the bargainee; and this puts the bargainee into possession, and purges disseisins, &c. *Full title Entry. Carter 161. Cro. El. 483. pl. 19, 447. pl. 11. Dallison 81. 11. 30. 3 Lev. 387. 1 Lev. 47, 270, 271, 272.*

Where a man is seised in fee, and makes a lease for years, unless he gives possession, and the lessee enters, he must raise a use. *1 Mod. 273.*

(b) The best way to make the matter clear, is to mention a consideration of five shillings, or some other sum, though it be never paid; for where a lease was made for a year, by the words demise, grant and to farm let, rendering a pepper-corn rent, it came to be a question upon a special verdict, whether the release would operate upon it? and against it, it was objected, that the release was void, for that there was no entry found, nor any consideration to raise an use; all the consideration mentioned in the reservation being but a pepper corn, which is not sufficient, for that it is to be paid out of the profits of the land.

And North, chief justice, at first said, that the reservation did seem to him not to be sufficient to raise a use, for that a use must be raised out of the land, and not to it before a rent can result out of it.

Wyndham, justice, was of opinion, that the reservation, though but a pepper-corn would raise a use.

The court took time to advise it. *Barker and Keet. 1 Mod. Rep. 262.*

Afterwards judgment was given, that the word grant would make the land pass by way of use; and,

That the reservation of a pepper corn is a good consideration to raise a use to support a recovery.

Also, that this lease being within the statute of uses, there need be no actual entry to make the lessee capable of the release; for by virtue of the statute, he shall be adjudged to be in possession. *2 Mod. Rep. 253, 253.*

to him the said *A. B.* in hand well and truly paid, before the sealing and delivery hereof, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said *J. B.* his heirs, executors and administrators, and every of them, for ever by these presents, as also for divers other good causes and considerations, him the said *A. B.* hereunto moving, he the said *A. B.* hath bargained and sold, and doth by these presents bargain and sell unto the said *J. B.* his executors administrators and assigns (*a*) all that messuage or tenement, and two acres of land, with the appurtenances, situate, lying and being in *G.* in the said county of *S.* and the reversion and reversions, remainder and remainders, rents, issues and profits, of all and singular the said premises (*b*), together with all deeds, rescripts, and muniments whatsoever, touching, or any ways concerning the same premises, now in the possession of him the said *A. B.* or which he can any ways come at without suit in law: *To have and to hold* the said messuage or tenement, and two acres of land, situate, lying and being in *G.* aforesaid, in the said county of *S.* and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and every part and parcel thereof, and all and singular other the premises herein before by these presents bargained and sold, or meant, mentioned, or intended to be herein and hereby bargained and sold, with their and every of their appurtenances, unto the said *J. B.* his executors, administrators and assigns, from henceforth for and during, and unto the full end and term of one year from henceforth next ensuing, and fully to be

(*a*) If a man makes a lease for years without any consideration of money, the lessee hath not any estate till entry; for before entry he hath but an *Interest Tamini*, and no possession. 1 *Inst.* 298 *a.* and 46. *b.* Neither hath the lessor any reversion till the lessee's entry; nor will a release to him, which cures by way of enlarging an estate, operate without a possession, for before a possession there is no reversion. 1 *Inst.* 270. *a.* *Cr. Jac.* 169. *pl.* 9. Neither can he bring trespass. 1 *Inst.* 46, *b.* 270. *a.* 1 *Mod. Rep.* 262, 263. *Carter* 66. *Co. Lit.* 51. *b.* *Plowd.* 142. *b.* 423. *a.* *Cr. Jac.* 61. 2 *Mod.* 249 3 *Vent.* 203, 204. But I suppose he may bring an ejectment, because lease, entry and ouster must be confessed. *Quere*, for confession of lease, entry, and ouster is not a confession of any entry sufficient to make out the plaintiff's title where an entry is necessary thereto, but that the party must actually enter. 1 *Saund.* 319. 1 *Sid.* 233. 1 *Mod.* 10. 1 *Vent.* 42, 332. 3 *Keb.* 218. 1 *Salk.* 246. *Skin.* 424.

But if the words *bargain and sell*, in consideration of money, be in the lease; or if in consideration of money he doth *demise*, &c. there an use will arise by the force of uses.

But if it is only rendering rent out of the land, that seems not to be a sufficient consideration to raise an use. 1 *Mod. Rep.* 262, See 2 *Mod.* 252, 253.

(*b*) By this bargain and sale of the reversion and reversions, remainder and remainders, rents, issues and profits, &c. the bargainee, by virtue of the statute of uses, becomes possessed. 2 *Rep.* 35. *b.* (it being a term) without any attornment, and he may without attornment distrain or bring an action of debt for rent. *Faugh.* 51. 8 *Rep.* 93. *b.* 94. *a.*

There needs no inrollment of a bargain and sale for years, that executes by statute without it. 2 *Rep.* 35. *b.* 36. *a.* 8 *Cr.* 93. 3 *Roll. Ab.* 204.

compleat and ended : (a) *Yielding and paying therefore unto the said A. B. his heirs and assigns, at the end of the said term, the rent of one pepper-corn, if the same shall be demanded ; to the intent that by virtue hereof, and of the statute of transferring of uses in possession, (b) the said J. B. may be in the actual possession for the said premises, and (c) be capable of accepting a grant and release of the reversion and inheritance thereof to him the said J. B. his heirs and assigns for ever, to the only proper use and behoof of the said J. B. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever.* *In Witness, &c.*

The use declared.

A Release upon the Bargain and Sale for a Year.

THIS Indenture, (d) made, the second day of September in the fourteenth year of the reign of our sovereign lord George the Second, by, &c. and in the year of our Lord 1740, Between A. B. of the county of S. gent. of the one part, and J. B. of A. in the said county of S. gent. of the other part *Witnesseth*, that as well for and in consideration of the sum of one hundred pounds (e) of lawful England, by him the said J. B. to him the said A. B. in hand paid, before the sealing and delivery hereof, the receipt whereof he the said A. B. doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said J. B. his heirs, executors and administrators,

(e) It is not necessary in a bargain and sale for years to have a reservation of use ; because the consideration of money raises the use : but where it is by demise, and to farm let, there ought to be a reservation of rent at the least to raise the use ; and whether that will do, it being a thing issuing out of the land only, is a great question. *See 1 Mod. Rep. 263* But afterwards adjudged that it will. *2 Mod. 252, 253.*

Id. 27 H. cap. 10.

(f) So far in possession as to accept of a release of the inheritance, but not to trespass until actual entry. *Carter 67, 68.*

(g) A tenant by statute or *elegit* may alter the land extended bring trespass without a release. *1 Mod. Rep. 217. 3 Rep. 124. a Carter 66. 78.*

(h) A lease and release are but one conveyance, and in the nature of one deed. *Id. 252.*

(i) A release will operate without a consideration ; but it is convenient to put a valuable consideration in, as money, or love and affection, or marriage, &c.

(j) Since the making of the statutes of 13 *El. cap. 5.* and 27 *El. cap. 4.* against fraudulent conveyances, if a man makes a voluntary feoffment, or other conveyance, without good consideration, it shall be fraudulent against a purchaser for a valuable consideration, or a mortgagee, a judgment or statute-creditor, for good consideration. See the Statutes, and *Cro. Jac. 270, 271, pl. 3* They are fraudulent against a purchaser ; tho' they are good amongst themselves.

(k) Upon a trial, the consideration of the money paid, for which the judgment was entered into, must be proved.

and every of them for every by these presents, as also for diverse other good causes and considerations him the said *A. B.* hereunto moving, be the said *A. B.* hath granted, bargained, sold, remised, released, and for ever quit-claimed and confirmed, and doth by these presents, grant, bargain, sell, remise, release, and for ever quit claim (a) and confirm unto the said *J. B.* his heirs and assigns, in his actual possession now being (b) by virtue of one indenture of bargain and sale for one year thereof made by the said *A. B.* to him the said *J. B.* which said indenture bears date the day next before the day of the date of these presents, and by force and virtue of the statute for transferring of uses into possession, All that messuage or tenement, and two acres of land, with the appurtenances, situate, lying, and being in *G.* aforesaid, in the said county of *S.* and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, together with all ways, passages, waters, water-courses, commons, profits, and appurtenances to the same premises, or any part or parcel thereof belonging or in any wise appertaining; together also with all the estate, right, title, interest, property, claim, and demand (c) whatsoever of him the said *A. B.* of, in and unto the said premises, or any part or parcel thereof; To have and to hold the said messuage or tenement, lands and premises, before by these presents granted, bargained, sold, remised, released, quit claimed and confirmed, or meant, mentioned, or intended to be herein and hereby granted, bargained, sold, remised, released,

(a) Remise, release, and quit claim, are the words used by *Littleton*, *sec.* 445.

It hath been the great wisdom and prudence of the sages of our law, to provide that no possibility, right, title, or chose in action, may be granted or assigned to strangers; for that would make multiplicity of suits, and great oppression to the people; neither can they be transferred by act in law; but all rights, titles and actions may, by the prudence and policy of the law, be released to the tenant, for the reason of his repose and quiet, and for avoidance of contentions and suits. 10 *Rep.* 48. a.

(b) Whenever a release is made, it is absolutely necessary, that he to whom the release is made be in possession of some estate at the time of the release, *Littleton*, *sec.* 447.

But if a man occupies as tenant at sufferance, a release will not enure to him for want of privity. *Litt. sec.* 461. His being tenant at sufferance is not good to vest any estate in him for want of privity between them; and a release to him as to him who had the reversion, is void, because he had not any possession; there being no estate in him. And an estate cannot be vested in him in reversion by this means: for if tenant for life releases to him the reversion, it is void by way of release: and as a surrender it cannot pass for want of apt words. *Cro. Eliz.* pl. *Dyer* 251. pl. 91.

But where a man is in possession by virtue of a lease at will, there a release will operate by reason of the privity between the parties. And it is vain to make an estate by livery of seisin to another who hath the possession before. *Litt. sec.* 461, 462.

He that makes a release of lands must have an estate in himself, out of which the estate may be derived to the releasee; and the releasee is to have an estate in possession in deed or in law, in the land whereof the release is made as a foundation for the release; there must be privity of estate between the releasor and releasee; and be sufficient words in law not only to make the release, but also to create and vest a new estate, or the release will not be good. *Co. Litt.* 271.

(c) These are *Littleton's* words, and necessary to be put in. *Litt. sec.* 445.

quit-claimed and confirmed, or meant, mentioned, or intended to be herein and hereby granted, bargained, sold, remised, released, quit-claimed and confirmed; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, (b) with their and every of their appurtenances, unto the said J. B. his heirs and assigns for ever; to the only use and behoof of the said J. B. his heirs and assigns (c) for ever; (or it may be thus, viz.) to the releasee, his heirs and assigns for ever, to the uses, intents and purposes herein after mentioned, and to no other use, intent or purpose whatsoever, viz. to the use of A. B. &c. and so declare the uses: or else it may be thus, To A. B. his heirs and assigns, to the only use and behoof of the said A. B. his heirs and assigns for ever, (d) in trust nevertheless for the said C. D. Now if the words, (to the only use and behoof of the said A. B. his heirs and assigns for ever) are not in the deed, then the estate doth execute by the Statute of Uses, and the trust is void.

In a lease and release to make a tenant to the *præcipe*, where the release to make the tenant to the *præcipe* is made to A. B. and his heirs, (viz. the tenant to the *præcipe*) it must be also to the use of him the said A. B. his heirs and assigns for ever: for the releasee must be absolute tenant of the freehold.

A release that doth enure by way of passing an estate, &c. may be made upon condition, or with a defeasance; so as the condition be contained in the release, or delivered at the same time with it. *Co. Litt. 236*

And tho' there may be a recital, covenants, warranty, &c. inserted in this release; yet it is good without any such additions.

A use is not executed by the Statute of Uses, unless the words (to the only use and behoof of A. B. his heirs and assigns for ever), are in the deed, made without consideration. To make a tenant to a *præcipe* the release must be made to him and his heirs, to the use of him and his

heirs for ever. Release may be made upon condition. No covenants necessary.

(b) As it is said before, in the lease for a year, these words do vest the reversion, &c. in him. So that by virtue of the lease and release, and statute of Uses, he may distrain, or bring debt for rent, without attornment. *Vide* *2 Rep. 50, 51*. This was at the common law: but now attornments are abolished by the statute of 4 & 5 Anna.

(c) If I let land for life, or years, and release all the right I have without the said heirs, this at the common law is but an estate for life; but if I release to the said A. B. and his heirs, or to him and the heirs of his body, then this is an inheritance. *Litt. sect. 465*.

(d) If these words are not in, then there being no use declared, it will be to the use of the releasor, as it is in case of a *Feoffment*, where if I convey lands which I have on the part of the mother, to J. S. and his heirs, without consideration, the use will be void; and the land shall again return to me and my heirs on the part of the mother; for the law construes the use, the same in state and quality as the land was. *Hob. 31. Co. Litt. 13. a. 31. a. 1 Rep. 100. 2 Rep. 8. a. b. 11. a. Dyer 134*.

And that a feoffment without consideration (and the like of any other conveyance) to a man and his heirs, and says not to whose use, it shall be to the use of the donor and his heirs. *9 Rep. 8. a. b. 11. a. See 1 Lutw. 823*.

where it is to A. B. his heirs and assigns for ever; to the only use and behoof of the releasee, his heirs and assigns for ever, in trust for the said C. D. the said C. D. must be a party to the deed, and a consideration of 3 s. to be paid by the releasee, and the purchase money declared to be paid by C. D. the releasee (viz. the party to the deed) if these words are not in the deed, then the estate doth execute by the Statute of Uses, and the trust is void.

or. V.

S

A Lease

A Lease for a Year to precede a Lease.

Parties.

Consideration.

Grant.

Parcels.

Habendum.

Reddendum.

Intent.

THIS Indenture Tripartite made, &c. Between A. &c. of the first part, B. and C. &c. of the second part, and D. and E. &c. of the third part, *Witnesseth*, that for and in consideration of 5*s.* a-piece of lawful, &c. to the said A. B. and C. in hand, &c. by the said D. and E. well and truly paid, the receipt whereof the said A. B. and C. do hereby acknowledge, and thereof, &c. the said A. and likewise the said B. and C. (at the request, and by and with the consent, direction and appointment of the said A. testified by his signing and sealing these presents) *Have*, and each of them *Hath* granted, bargained and sold, and by these presents *Do*, &c. unto the said D. and E. their executors, administrators and assigns, *All that*, &c. (*Vide tit. Parcels*); *To have and to hold* the said (*manor, messuages, mill, closes, meadows, lands, tenements, hereditaments*) and all and singular other the premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof (except before excepted) unto the said D. and E. their executors, administrators and assigns, from the ——— day of ——— (or from the day next before the day of the date of these presents) for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended; *Yielding and paying* therefore unto the said A. B. and C. and the heirs and assigns of the said A. the rent of one pepper-corn only, at the feast of ——— next ensuing the date of these presents, if the same shall be lawfully demanded, *To the Intent* that by virtue of these presents, and of the statute for transferring uses into possession, the said D. and E. may be in the actual possession of the hereby bargained and sold premises, (*for say, of the said ——— as in the habendum*) and all and singular other the premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, and may be enabled to accept and take a grant and release of the reversion and inheritance thereof to them and their heirs and assigns, *To and for the only proper use and behoof* of them the said D. and E. and of their heirs and assigns for ever; (*or it may be thus*) *To such uses as shall be thereby declared.* (*a*) *In Witness*, &c.

(a) *Nota*. If the release consist of more than two parts, and be to the use of divers persons, then let the lessor and lessee for a year, both of them seal many leases as there are to be parts of the release, and then say, *In Witness* whereof all the parties to these presents have to each of these indentures their hands and seals; and the like for the release, or any other deed of more parts than two.

In a Lease for a Year to precede a Lease by way of Mortgage, say,

— *To the End*, intent and purpose, that by force and virtue of these presents, and of the statute made for transferring of uses into possession, he the said *H. J.* may be in the actual possession of all and singular the hereby bargained and sold premises, and be thereby the better enabled to take and accept of a grant and release of the freehold of the same premises, unto and to the use of the said *H. J.* his heirs and assigns, during the lives of them the said *E. H.* the mother, and *E. H.* the daughter, and the life of the longest liver of them, in such manner as in and by a certain indenture of release by way of mortgage, intended to bear date the day next after the date hereof, and made between the same parties as are to these presents, shall be mentioned, limited and expressed of and concerning the same. *In Witness, &c.*

A Lease for a Year to precede a Release with two Grants.

THIS Indenture made, &c. Between Sir *J. G.* of ——— bart. eldest son and heir of Sir *J. G.* late of ——— bart. deceased, and *F. A.* spinster, one of the daughters and co-heirs of *R. A.* otherwise *B.* late of ——— esq; deceased, of the one part, and *E. M.* of ——— esq; and *H. G.* of ——— esq; of the other part, *Witnesseth*, that for and in consideration, &c. to the said *F. A.* in hand, &c. by the said *E. M.* and *H. G.* at, &c. the receipt, &c. she the said *F. A.* hath bargained, &c. unto the said *E. M.* and *H. G.* their executors, &c. All, &c. (the parcels released by Mrs. A.) and the reversion, &c. To have, &c. Yielding, &c. to such uses as shall be thereby declared. And this Indenture further witnesseth, that for and in consideration, &c. the said Sir *J. G.* in hand, &c. by the said *E. M.* and *H. G.* at, &c. the receipt, &c. he the said Sir *J. G.* (party, &c.) hath, &c. bargained, &c. unto the said *L. M.* and *G. H.* their executors, &c. All, &c. (the parcels released by Sir *J. G.*) and the reversion, &c. To have, &c. Yielding, &c. (as before). *In Witness, &c.*

A Release of an Estate to a Purchaser.

THIS *Indenture*, made, *Between* *R. M.* of, *&c.* gent. of the one part, and *R. N.* of, *&c.* of the other part, *Witnesseth*, that for and in consideration of, *&c.* to the said *R. M.* in hand paid by the said *R. N.* at or before the enfealing and delivery of these presents, the receipt whereof, as the full consideration for the absolute purchase of the messuages, *&c.* herein after mentioned to be granted and released, he the said *R. M.* doth hereby acknowledge, and thereof, *&c.* and for divers, *&c.* He the said *R. M.* Hath granted, bargained, sold, aliened, released and confirmed, and by these presents *Duly* fully, clearly and absolutely grant, *&c.* unto the said *R. M.* (in his actual possession now being), by virtue of a bargain and sale to him thereof made by the said *R. M.* by indenture bearing date the day next before the date of these presents, for the term of one whole year commencing from the day next before the day of the date of the said indenture, for the consideration of 10*s.* therein mentioned, and by force and virtue of the statute for transferring uses into possession, and to his heirs and assigns, *All* that, *&c.* and the reversion, *&c.* and of the estate, *&c.* of him the said *R. M.* of, in, to or out of the said messuages, *&c.* and every part and parcel thereof, and all deeds, *&c.* which the said *R. M.* now hath, or can come by, *&c.* together with true, *&c.* copies, *&c.* To have and to hold the said messuage, *&c.* and all and singular other the premisses hereby granted, *&c.* or intended to be, with their and every of their appurtenances, unto the said *R. N.* his heirs and assigns, to the only proper use and behoof of the said *R. N.* his heirs or assigns for ever, and to and for no other use, intent or purpose whatsoever; *And, &c.* Covenants that the releasor is rightful owner, and has power to sell; that the releasee shall peaceably enjoy, free from incumbrances; for further assurances to such uses, *Vide ut. Conventions.*) In Witness, &c.

A Bargain and Sale for a Year to precede a Lease.

THIS Indenture, made the — day of — in the — year of the reign of — Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, that he the said A. B. for and in consideration of the sum of five shillings of lawful money of Great Britain to him in hand paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Hath granted, bargained and sold, and by these presents Doth grant, bargain and sell unto the said C. D. his executors, administrators and assigns, All that messuage, &c. (*Here mention the premises that are to be sold*) and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances, To have and to hold the said messuage, &c. lands, hereditaments and premises above granted, bargained and sold, and every part and parcel thereof with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the day next before the day of the date hereof, for and during, and until the full end and term of one whole year, from thenceforth next ensuing, and fully to be compleat and ended; holding and paying therefore one pepper-corn, at or upon the feast-day of St. Michael next ensuing the date hereof, if the same shall be lawfully demanded: (or on the last day of the said term, if the same shall be lawfully demanded): To the Intent, that by virtue of these presents, and by force of the statute made for transferring of uses into possession, he the said C. D. may be in the actual possession of all and singular the said premises above bargained and sold, with the appurtenances, and thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof to him and his heirs, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, (If the release be to trustees to uses, say, and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof, to them and their heirs, to, for, and upon such uses, intents and purposes, as in and by the said grant or lease shall be thereof directed or declared). In Witness, &c.

A Release of an Estate.

THIS Indenture, made, &c. *Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesses,* that the said *A. B.* for and in consideration of the sum of _____ of lawful money of *Great Britain*, to him the said *A. B.* in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof doth acquit, release, exonerate, and for ever discharge the said *C. D.* his heirs, executors and administrators, and every of them, by these presents, he the said *A. B.* Hath granted, bargained, sold, aliened, released and confirmed, and by these presents *Doth* grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for transferring of uses into possession), and to his heirs and assigns, *All* that messuage, &c. together with all houses, out-houses, edifices, buildings, orchards, gardens, lands, meadows, commons, pastures, and common of pasture, feedings, woods, underwoods, ways, paths, waters, water-courses, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever, to the said messuage, &c. belonging or in any wise appertaining, or which to and with the same now are, or at any times heretofore have been held, used, occupied, accepted, reputed, taken or known, as part, parcel, or member thereof, or of any part thereof; *And* the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances; *And also* all the estate, right, title, interest, property, claim and demand whatsoever, in law or equity, of him the said *A. B.* of, in, and to all and singular the said premises above mentioned, and of, in, and to every part and parcel thereof, with the appurtenances; *And also* all deeds, evidences and writings, touching or concerning the said premises only, or any part thereof, together with true copies of all other deeds, evidences and writings, which do concern the said premises or any part thereof, jointly with any other lands or tenements, now in the custody or possession of him the said *A. B.* or which he can or may get or come by without suit in law or equity; the same copies to be made, taken or written at the proper costs and charges of the said *C. D.* his heirs and assigns; *To have and to hold* all and singular the said messuages or tenements, lands, hereditaments and premises, above in and by these presents released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said *C. D.*

And all deeds.

Habendum.

C. D. his heirs or assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever; And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said C. D. his heirs and assigns, that he the said A. B. at the time of the sealing and delivery of these presents, is lawfully and rightfully seised, in his own right, of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the said premises abovementioned, with the appurtenances, without any manner of condition, mortgage, limitation of use or uses, or other matter, cause or thing whatsoever, to alter, change, charge, or determine the same; And also that he the said A. B. hath good right, full power, and lawful and absolute authority to grant, release, convey and confirm all and singular the said messuages, &c. hereditaments and premises above granted and released, with the appurtenances, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these presents; And also that he the said C. D. his heirs and assigns, shall and may at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. hereditaments and premises aforesaid, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, trouble, hindrance, molestation, interruption, eviction or disturbance of him the said A. B. his heirs or assigns, or of any other person or persons lawfully claiming or to claim, by, from, or under him, them or any of them; And that freed and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, leases, mortgages, jointures, dowers, uses, wills, entails, fines, post fines, issues, amerciaments, seizures, bonds, annuities, writings obligatory, statutes merchant and of the staple, recognizances, extents, judgments, executions, rents and arrearages of rent, and of and from all other charges, estates, rights, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said A. B. or his heirs, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them. And further, that he the said A. B. and his heirs, and all and every other person and persons, and his and their heirs, having or lawfully claiming any estate, right, title, or interest, of, in, or to the said premises above in and by these presents released and confirmed, or any part thereof, by, from, or under him or them, or any of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges in law, of the said C. D. his heirs or assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devise and devises, conveyance and conveyances, assurance and assurances in the law whatsoever, for the further, better, and more perfect granting, conveying, releasing, confirming and assuring of all and singular the premises aforesaid, with the appurtenances, and every part and parcel thereof, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns

Covenant that he is lawfully seised,

and hath power to grant.

For quiet enjoyment.

Free from incumbrances.

For further assurance.

That all fines,
&c. shall enure
 to the use of
 the releasee.

assigns for ever, as by the said *C. D.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required. *And lastly*, it is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof also is, and it is hereby declared so to be, that all and every fine and fines, recovery and recoveries, assurance and assurances, conveyance and conveyances in the law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said parties to these presents, or either of them, or by or between the heirs or assigns of the said parties, or either of them, or any other person or persons whatsoever, or any part thereof, either alone or by itself, or jointly with any other lands, tenements or hereditaments, *Shall be* and enure, and shall be adjudged, deemed and taken to be and enure, as for and concerning all and singular the said premises above mentioned, with the appurtenances, to and for the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, according to the true intent and meaning of these presents, and to and for no other use, intent or purpose whatsoever. *In Witness, &c.*

Bargain and Sale for a Year.

Consideration.

Habendum.

Raddendum.

THIS *Indenture*, made, *&c.* Between *J. M.* citizen and bricklayer of *London*, on the one part, and *J. A.* of, *&c.* *sen* shipwright, on the other part, *Witnesseth*, that the said *J. M.* for and in consideration of the sum of *5*l.** of lawful, *&c.* to him in hand paid by the said *J. A.* the receipt whereof he doth hereby acknowledge, and for divers other good causes and valuable considerations him thereunto moving, *Have* bargained and sold, and by these presents doth bargain and sell unto the said *J. A.* his executors, administrators and assigns, that, *&c.* *To have and to hold* the said piece or parcel of wood-ground and all and singular other the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of the rights, members and appurtenances, unto the said *J. A.* his executors, administrators and assigns, from the day next before the day of the date of these presents, unto the full end and term of one whole year, thence next ensuing and fully to be compleat and ended; *Telling* and paying therefore unto the said *J. M.* his heirs or assigns, the rent of pepper-corn upon the feast-day of *St. Michael* the Archangel now next coming (if lawfully demanded); *To* the intent and purpose, that by virtue of these presents, and of the statute for transferring of uses in possession, the said *J. A.* may be in the actual possession of the said piece or parcel of wood-ground, or other the premises, with their appurtenances, and be thereby enabled to accept and take a grant of

release of the reversion and inheritance thereof to him, his heirs and assigns for ever, by indenture intended to be made between the said *J. M.* and *L.* his wife, of the one part, and the said *J. A.* of the other part, and to bear date the day next after the day of the date of these presents. *In Witnesses, &c.*

The Release in Fee by Husband and Wife, with a Covenant to levy a Fine.

THIS Indenture, &c. Between *J. M.* citizen and bricklayer of London, and *L.* his wife, of the one part, and *S. A.* sen. of, &c. shipwright, of the other part, *Witnesseth*, that for and in consideration of the sum of, &c. of lawful, &c. to the said *J. M.* in hand well and truly paid by the said *S. A.* at and before the sealing and delivery of these presents, the receipt whereof he the said *J. M.* doth hereby acknowledge, and thereof and of and from every part and parcel thereof doth acquit, release and discharge the said *J. A.* his heirs and assigns, by these presents, *He* the said *J. M.* *Hath* granted, bargained, sold, released and confirmed, and by these presents *Doth* grant, bargain, sell, release and confirm unto the said *J. A.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *J. M.* by indenture bearing date the day next before the day of the date of these presents for the term of one year, commencing from the day next before the day of the date of the said indenture, and by force of the statute made for transferring uses into possession) and to his heirs and assigns for ever, *All* that piece or parcel of wood-ground commonly called, &c. heretofore grubbed up and converted into pasture, containing by estimation, &c. be the same more or less, situate, lying and being, &c. and all wood, under-woods, passages, easements, profits, commons and common of pasture, waters, water-courses, hedges, ditches, mounds, fences, commodities, emoluments, hereditaments and appurtenances whatsoever, to the said piece or parcel of ground and premises belonging or in any wise appertaining, or therewith or with any part or parcel thereof usually letten, occupied or enjoyed, or accepted, reputed, taken or known to be part, parcel or member thereof, or of any part thereof. and the reversion or reversions, remainder and remainders, rents, issues and profits of all and singular the same premises, and of every part and parcel thereof, with their and every of their appurtenances, and all the estate, right, title, interest, use, profit, possession, property, profit, claim and demand whatsoever of him the said *J. M.* of, in, or to the same, or any part or parcel thereof, together with all deeds, evidences; writings, rescripts and muniments whatsoever, touching or concerning the premises, or any part or parcel thereof,

Consideration.

Covenant of release.

Premises.

Habendum in fee.

Covenant of warranty.

Covenant to levy a fine of all the premises, to the use of the comsee, his heirs and assigns for ever.

Covenant that the comsor is seised, &c. in an estate of fee-simple;

and has full power, &c. to sell the same.

thereof, which he the said *J. M.* now hath in his hands, power or custody, or which he can or may come by without suit in law: To have and to hold the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said *J. A.* his heirs and assigns, to the only use and behoof of the said *J. A.* his heirs and assigns for ever. And the said *J. M.* his heirs, executors and administrators, the said hereby granted and released premises, and every part and parcel thereof, with their appurtenances, unto the said *J. A.* his heirs and assigns, against the said *J. M.* his heirs and assigns, and all other persons whatsoever, shall and will warrant and for ever defend by these presents. And the said *J. M.* for himself, his heirs, executors and administrators, and for the said *L.* his wife, doth covenant, promise and agree, to and with *J. A.* his heirs and assigns, and to and with every of them by these presents, that he the said *J. M.* and the said *L.* his wife, shall and will, at the proper costs and charges in the law of the said *J. A.* his heirs or assigns, before the end of *Easter* term next, acknowledge and levy, before his majesty's justices of the court of common pleas at *Westminster*, unto the said *J. A.* and his heirs, one or more fine or fines, *Sur cognizance de droit come ceo*, &c. with proclamations thereupon to be had and prosecuted, according to the form of the statute in that case made and provided, and the usual course of such fines, of the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby granted and released, with their appurtenances, by such apt and proper name and names, descriptions, qualities or quantities, and other certainties, as shall be thought requisite or needful in that behalf; which said fine or fines, so as aforesaid, or in any other manner to be had and levied, and all other fine or fines had or levied, or to be had or levied, by or between the said parties to these presents, or any of them, of or concerning the premises, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared to be and enure, to the only proper use and behoof of the said *J. A.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said *J. M.* for himself, his heirs, executors and administrators, and every of them, doth fully covenant, promise and agree, to and with the said *J. A.* his heirs and assigns, and to and with every of them by these presents, in manner and form following, (that is to say) that he the said *J. M.* at the time of sealing and delivery of these presents, is and standeth lawfully and rightfully seised of and in the said piece or parcel of wood-ground, and all other the premises herein before mentioned or intended to be hereby granted and released, with their and every of their appurtenances, of a good, sure, perfect and indefeasible estate of inheritance in fee simple to him and his heirs for ever, without any condition, trust, power of revocation, or limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, defeat, incumber or make void the same. And that he the said *J. M.* now hath in himself good right, full power, and lawful and absolute authority, to grant, bargain, sell, release and confirm the said parcel or piece of wood-ground, and all other the premises above mentioned or intended to be hereby granted and released, with their

and every of their appurtenances, unto the said *J. A.* his heirs and assigns for ever, in manner and form afore said. And also that the said *J. A.* his heirs and assigns, shall and lawfully may from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said piece or parcel of wood-ground, and all and singular other the premises herein before mentioned or intended to be hereby granted and released, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof, and of every part thereof, to his and their own proper use and behoof, without any lawful let, suit, trouble, denial, eviction, ejection or interruption of or by the said *J. M.* his heirs or assigns, or any other person or persons whatsoever: And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by the said *J. M.* his heirs, executors and administrators, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers and titles of dowers, uses, wills, intents, mortgages, statute merchant and of the staple, recognizances, extents, executions, fines, amerciaments, reliefs, quit-rents, rent-charges, tithes, annuities, yearly payments, and all arrearages thereof, and of and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done or suffered, by the said *J. M.* or any other person or persons whatsoever. And further, that he the said *J. M.* and his heirs, and all and every other person and persons, having and lawfully claiming, or which can or may have or lawfully claim, any estate, right, title, interest, benefit or demand, in, to or out of the said piece or parcel of wood-ground, and other the premises herein before mentioned or intended to be hereby granted or released, or any part or parcel thereof, by, from or under him, or otherwise howsoever, shall and will, from time to time, and at all times hereafter, at the reasonable request, costs and charges in the law, of the said *J. A.* his heirs or assigns, make, do, acknowledge, levy, sue, and execute, or cause or procure to be made, done, acknowledged, tried, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deed and deeds, covenances and assurances in the law whatsoever, for the further, better and more perfect assuring of the said piece or parcel of ground, and other the said hereby released premises, with their and every of their appurtenances, unto the said *J. A.* his heirs and assigns for ever, as by the said *J. A.* his heirs or assigns, or his or their counsel learned in the law, reasonably devised, advised or required, so as such further assurance or assurances contain no farther warranty than against the person or persons making the same, and so as the person or persons required to make the same be not compelled or compellable to travel further than the cities of London and Westminster, for the doing thereof. In Wit-
ness, &c.

Covenant for
quiet enjoy-
ment,

and that the
premises are
free from all
incumbrances.

Covenant to
make farther as-
surances, &c.

A Bargain and Sale for a Year, of one Fourth of several Messuages, the Whole in four equal Parts to be divided.

Consideration.

Covenant of
bargain and
sale.
Premises.

*Habendum for
the term of one
year.*

*Reddendum of the
rent of one pep-*

THIS Indenture, made, &c. Between *W. M.* of, &c. gent. of the one part, and *C. C.* of, &c. esq; of the other part, Witnesseth, that in consideration of the sum of five shillings of lawful, &c. to the said *W. M.* in hand at or before the sealing and delivery of these presents by the said *C. C.* well and truly paid, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him hereunto moving, he the said *W. M.* hath bargained and sold, and by these presents *Doth* bargain and sell unto the said *C. C.* one full and equal fourth part, (the whole into four equal parts being divided) of and in all that messuage or tenement, with the appurtenances, commonly called or known by the name or sign of, &c. now or late in the tenure or occupation of, &c. And also of and in all that messuage or tenement, with the appurtenances, commonly called or known by the name or sign of, &c. now or late in the tenure or occupation of, &c. And also of and in all those two old ruinous or decayed messuages or tenements, with their appurtenances, adjoining together, one of which was formerly called, &c. and was heretofore in the tenure or occupation of, &c. and the other was heretofore in the tenure of, &c. all which said messuages or tenements and premises are situate, &c. and also one full and equal fourth part of all and singular other the messuages or tenements, tofts, soil and ground of or belonging to him the said *W. M.* or whereof or wherein he hath any estate or inheritance or freehold in possession, reversion or remainder, with their and every of their appurtenances, situate, lying or being, &c. and all ways, passages, lights, easements, profits, advantages and appurtenances whatsoever, to the said fourth part of the said several messuages or tenements above mentioned, or to any other part of the premises herein before mentioned or intended to be hereby bargained and sold, belonging, or in any ways appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the same premises, every or any part or parcel thereof: *To have and to hold* the said fourth part of the said several messuages or tenements herein above particularly expressed, and all and singular other the premises herein mentioned or intended to be hereby bargained and sold with their and every of their rights, members and appurtenances, unto the said *C. C.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of years unto the full end and term of one year, from thence next ensuing, lawfully to be compleat and ended; *Telling and paying* therefore unto

said *W. M.* his heirs or assigns, the rent of one pepper-corn only upon the last day of the said term (if lawfully demanded) *To the Intent* that by virtue of these presents, and of the statute for transferring uses into possession, the said *C. C.* may be in actual possession of all and singular the premises herein before mentioned or intended to be hereby bargained and sold, with the appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof, to him and his heirs for ever, by indenture intended to be made between the said *W. M.* and *L.* his wife, of the one part, and the said *C. C.* on the other part, and to bear date the day next after the day of the date of these presents. *In Witness, &c.*

per corn only.
To the intent the lessee may be in possession and enabled to take a release in fee of the premises.

The Release in Fee by Husband and Wife, with a Covenant to levy a Fine.

THIS Indenture, made, &c. Between *W. M.* of, &c. gent. and *L.* his wife, of the one part, and *C. C.* of, &c. esq; of the other part, *Witnesseth*, that the said *W. M.* for and in consideration of the sum of, &c. of lawful, &c. to him in hand at or before the sealing and delivery of these presents by the said *C. C.* well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, release and discharge the said *C. C.* his executors, administrators and assigns, by these presents, he the said *W. M.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents *Doth* grant, bargain, sell, alien, release and confirm unto the said *C. C.* in his actual possession now being, by virtue of an indenture of bargain and sale, bearing date the day next before the day of the date of these presents, to him made by the said *W. M.* in consideration of 5 s. by him paid to the said *W. M.* for the term of one year, commencing from the day next before the day of the date of the same indenture, and of the statute for transferring uses into possession, and to his heirs, *All* that, &c. and also all the part, property, share, estate, right, title, interest, use, trust, benefit and equity of redemption, claim and demand whatsoever of him the said *W. M.* of, in, to or out of the same premises, every or any part or parcel thereof in any wise howsoever, together with all deeds, evidences and writings touching or concerning the same premises, or any part thereof alone, which the said *W. M.* now hath in his custody or power, or can or may come by without suit in law, and true copies of all other such as concern the premises jointly with any other lands or tenements, to be made at the charge of the said *C. C.* his heirs or assigns, *To have and to hold* the said fourth part of the said messuages or tenements, and all and singular other the premises herein before mentioned or intended to be hereby released or confirmed, and every part and parcel thereof, with their

Consideration.

Covenant of release in fee,

and to deliver all writings, &c.

Habendum, to the lessee in fee.

Covenant to levy a fine of the premises,

to the use of the conusee, his heirs and assigns for ever.

Covenant that the bargainor is lawfully seised, &c.

and hath full power to sell, &c.

Covenant that the premises are free from all incumbrances.

their and every of their rights, members and appurtenances, unto the said C. C. his heirs and assigns for ever, To the only proper use and behoof of the said C. C. his heirs and assigns for ever. And the said W. M. for himself, his heirs, executors and administrators, and for the said L. his wife, doth covenant, promise and agree, to and with the said C. C. his heirs and assigns, by these presents, that he the said W. M. and the said L. his wife, shall and will, at the proper costs and charges of the said C. C. his heirs and assigns, before the end of Trinity term next, acknowledge and levy, before his majesty's justices of the court of common pleas at Westminster, unto the said C. C. and his heirs, one or more fine or fines, Sur Cognissance de droit come co, &c. with proclamations thereupon to be had and made, according to the form of the statute in that case made and provided, of the said fourth part of the said several messuages, tenements, and all and singular other the premises herein before mentioned or intended to be hereby released or confirmed, with their appurtenances, by such apt and proper names, descriptions, qualities, quantities or other certainties, as shall be thought requisite or needful in that behalf; which said fine or fines, so as aforesaid or in any other manner to be had and levied, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared, by and between all the said parties to these presents, to be and enure to the only proper use and behoof of the said C. C. his heirs and assigns for ever, and to or for no other use, intent or purpose whatsoever. And the said W. M. for himself, his heirs, executors and administrators, doth further covenant, promise and agree, to and with the said C. C. his heirs and assigns, by these presents, in manner and form following (that is to say) that he the said W. M. now is and stands lawfully and rightfully seised of the said fourth part of the said several messuages or tenements, and all and singular other the premises herein before mentioned or intended to be hereby released, and every part or parcel thereof, with the appurtenances, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, limitation, or other matter or thing to alter, change, charge or defeat the same, and that he now hath in himself good right and lawful authority to bargain, sell, release and confirm the same, and every part and parcel thereof, with their appurtenances, unto the said C. C. his heirs and assigns, in manner and form aforesaid. And also, that the said fourth part of the said messuages or tenements, and all and singular other the premises, with their appurtenances, now are and be, and so from henceforth from time to time, and at all times hereafter, shall be, remain and continue unto the said C. C. his heirs and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by him the said W. M. his heirs, executors or administrators well and sufficiently saved, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers, mortgages, recognizances, statutes, judgments, extents, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered or to be had, made, committed, done, or wittingly or willingly suffered by him the said W. M. or any person or persons lawfully claiming or to claim by, from or under him, or by or with his act, means, consent

neglect, default, privity or procurement. *And lastly*, that he the said *W. M.* his heirs, executors and administrators, and the said *L.* his wife, and all and every other person and persons lawfully claiming or to claim any estate, &c. (*The Covenant for further assurance.*) In Witness whereof, &c.

A Lease for a Year, of a Rectory and other Lands, with Exceptions.

THIS Indenture made, &c. Between *G. C.* of, &c. gent. of the one part, and *S. R.* citizen and cook, of *London*, and *R. B.* of, &c. clothworker, of the other part, *Witnesseth*, that the said *G. C.* for and in consideration of five shillings of lawful money of *Great Britain*, to him in hand paid at or before the sealing and delivery of these presents, by the said *S. R.* and *R. B.* the receipt whereof is hereby acknowledged, *Hath* bargained, sold and demised, and by these presents *Doth* bargain, sell and demise unto the said *S. R.* and *R. B.* All that the rectory or parsonage impropriate of the church of, &c. and all manner of tithes and tenths unto the said rectory or parsonage belonging or in any wise appertaining; *And also* all that the capital messuage, scite and glebe lands of the rectory aforesaid, and all those lands and tenements called, &c. *And also* all that the manor belonging to the said rectory of, &c. *And also* all those two parcels of pasture and arable lands, called or known by the name of, &c. with the appurtenances, containing by estimation, &c. *And* all those parcels of lands called, &c. Which said last before mentioned two parcels of pasture and arable land, containing, &c. and the said parcels of land, called, &c. were sometime heretofore parcel of the glebe lands belonging to the said rectory; *And also* all those several pieces of land called, &c. lying and being, &c. aforesaid, and all that messuage or tenement called, &c. and all houses, barns and yards thereunto belonging. *And also* all those closes and parcels of land called, &c. containing by estimation, &c. be the same more or less, situate, lying and being, &c. *And also* that messuage or tenement, with the appurtenances, and the several lands and tenements formerly in the tenure and occupation of, &c. his under-tenants or assigns; all which said premises are or late were in the several tenures or occupations of, &c. their or some one of their under-tenants or assigns, situate and being, &c. aforesaid, with their and every of their rights, members and appurtenances; together with all and singular the houses, build- ings, yards, gardens, lands, grounds, woods, underwoods, liberties, privileges, royalties, ways, waters, easements, commons, profits, commodities, hereditaments and advantages whatsoever to the said premises, and every or any part or parcel thereof, belonging or in any wise appertaining: *And also* all and singular other the manors, rectory, parsonage impropriate, glebe-lands, tithes, messuages, lands, tenements and hereditaments

Consideration.

Recital of the premises.

Exceptions of
several mes-
suages, &c.

Exception of a
parcel of land.

Exception of
timber, &c.

Habendum.

Reddendum.

hereditaments whatsoever, with their and every of their rights, members and appurtenances, situate and being, &c. which in and by certain indentures of lease and release, the lease bearing date on or about the first day of, &c. and the release the second day of, &c. and made between R. D. of, &c. esq; and E. his wife, of the one part, and the said G. C. of the other part, and by fine levied by the said R. D. and E. his wife, pursuant to a covenant or agreement for that purpose contained in the said indenture of release, or otherwise were conveyed by the said R. D. and E. his wife to the said G. C. and his heirs, and the reversions, remainder and remainders, rents, issues and profits of all and singular the premises herein before mentioned or intended to be hereby bargained, sold or demised, and of every part and parcel thereof, with their and every of their appurtenances; *Except* and always reserved out of this present bargain and sale unto and for the said G. C. his heirs and assigns, all that messuage, tenement or farm, with the barn, stable and cow-house, and the several pieces or parcels of land thereunto belonging, with the appurtenances, containing, &c. be the same more or less, now or late in the tenure or occupation of, &c. being parcel of the said hereby bargained premises, and situate, &c. abutting upon the lands belonging to the manor of, &c. towards the East, and upon the lands now or late in the tenure or occupation of, &c. towards the West, and upon lands belonging, &c. towards the North: *And also* all that messuage or tenement, with the land thereto belonging, containing by estimation, &c. be the same more or less, situate, &c. sometime in the tenure or occupation of, &c. being other parcel of the said hereby bargained premises, *And also* all that parcel of land with the appurtenances, containing by estimation, &c. situate, &c. now or late in the tenure or occupation of, &c. being farther part of the said hereby bargained premises, and also all ways, passages, waters, commons, pastures, feedings, privileges, advantages and appurtenances whatsoever, to the said messuages, or tenements and lands last before mentioned to be now or late in the tenure or occupations of, &c. or either of them, in any wise belonging or appertaining; *And also* except out of this present bargain and sale, unto and for the said G. C. his heirs and assigns, all such timber, and so many of the timber trees now standing or growing in or upon the said hereby bargained premises, as shall be cut down and disposed of by the said G. C. his heirs or assigns, within the space of two years next ensuing the date of these presents, pursuant to the liberty and power for that purpose given, limited and appointed in and by a certain indenture *quingensimam partem* intended to be made between the said G. C. of the first part, & F. of London, merchant, of the second part, T. D. citizen and haberdasher of London, of the third part, W. C. of, &c. of the fourth part, and J. W. and J. L. of, &c. gent. of the fifth part, and to bear date the day next after the date of these presents; *To have and to hold* the said rectory or parsonage impropriate, tithes, manor, lands, tenements hereditaments, and all and singular other the premises herein before mentioned, or intended to be hereby bargained, sold or demised, with their and every of their rights, members and appurtenances, (excepted before excepted) unto the said S. R. and R. B. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year, from thence next following, and fully to be compleat and ended, *Tielding and paying* therefor

herefore unto the said G. C. his heirs or assigns, the rent of one pepper-corn only, on the last day of the said term, if the same shall be demanded; To the Intent and Purpose, that by virtue of these presents, and of the said Declaration of the intent, &c. for transferring uses into possession, the said S. R. and R. B. may be in the actual possession of the said hereby bargained and assigned premises, with their appurtenances, (except as before excepted) and may hereby be enabled to take a grant or release of the reversion and inheritance thereof to them and their heirs by indenture tripartite, intended to be made between the said G. C. and A. his wife, of the first part, and the said W. C. of the second part, and the said S. R. and R. B. of the third part, and to bear date the day next after the day of the date of these presents, to such uses, intents and purposes, as shall be mentioned and expressed in the said indenture. In Witness, &c.

The Release of the Rectory, and other Lands, with Exceptions, in Trust to raise an Annuity in Fee, with further Uses.

HIS Indenture, Tripartite, made, &c. Between G. C. of, &c. gent. and A. his wife, of the first part, W. C. citizen and haberdasher of London, of the second part, and S. R. and R. B. of, &c. gent. of the third part, Witnesseth, that for and in consideration of Consideration. the sum of, &c. to the said G. C. in hand, at or before the sealing and delivery of these presents, by the said W. C. well and truly paid and acknowledged, the receipt whereof he the said G. C. doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof doth acquit, release and discharge the said W. C. his heirs, executors and administrators, for ever, by these presents, (which said sum of, &c. is part of the sum of, &c. mentioned in a certain indenture quinquepartite, bearing even date with these presents, and made between the said G. C. of the first part, R. F. of, &c. merchant, of the second part, T. D. of London, haberdasher, of the third part, the said W. C. on the fourth part, and J. W. of, &c. gent. and J. W. of, &c. gent. and J. L. citizen and haberdasher of London, on the fifth part, to be paid to the said R. F. and G. C. by the said W. C. as part of the consideration for the making of the said indenture, and also as part of consideration of five shillings of like lawful money to the said G. C. in hand well and truly paid by the said S. R. and R. B. or one of them, the receipt whereof he doth hereby acknowledge) he the said G. C. at the request, and by the directions of the said W. C. testified by his being a party to, and his signing and sealing these presents, Hath granted, bargained, sold, aliened, released and confirmed, and by these presents Doth grant, bargain, sell, alien, release and confirm, unto the said S. R. and R. B. (in their actual possession now being) by virtue of a bargain and sale to them thereof made by the said W. C. by indenture bearing date the day next before the day of the date of these presents. In Witness, &c.

Covenant of release of the preceding lease for a year.

of these presents, for one year commencing from the day next before the date of the said indenture, in consideration of the sum of five shillings paid to the said G. G. by the said S. R. and R. B. and by force of the statute for transferring uses into possession) and to their heirs and assigns, all that the rectory or parsonage of, &c. and all and singular the premises, with the appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, and also all the estate, right, title, interest, use, trust, possession, inheritance, claim and demand whatsoever, of him the said G. C. of, in, to or out of the same, and every or any part or parcel thereof, in any wise howsoever, together with all and singular the deeds, evidences, and writings relating to the said premises, which are particularly mentioned in the schedule hereunto annexed, and also all other deeds, evidences and writings, touching or concerning the said premises, or any part or parcel thereof, which he the said G. C. now hath in his custody, or can or may come by without suit in law; *Except* and always reserved out of this present release, unto and for the said G. C. his heirs and assigns, all that messuage, tenement or farm, with the barn, stable and cow house, and the several pieces or parcels of land thereunto belonging, with their appurtenances, containing by estimation, &c. (be the same more or less) now or late in the tenure or occupation of J. R. being parcel of the said hereby bargained and released premises, situate, &c. *And also* all that messuage or tenement, with the land thereunto belonging, containing &c. (be the same more or less) situate, &c. sometime in the possession or occupation of J. S. and now or late of the said J. R. being other parcel of the said hereby bargained and released premises; *And also* that parcel of land, with the appurtenances containing by estimation &c. (be the same more or less) situate, &c. now or late in the tenure or occupation of W. S. being further parcel of the said hereby bargained and released premises, and also all ways, passages, waters, commons, pastures, feedings, privileges, advantages and appurtenances whatsoever, to the said messuages or tenements, and lands herein before last mentioned to be now or late in the tenures or occupations of J. R. and W. S. or either of them, in any wise belonging or appertaining. *And also except* and reserved out of this present grant and release unto and for the said G. C. his heirs and assigns, all such timber, and so many of the timber trees now standing or growing in or upon the said hereby released premises, as shall be cut down and disposed of by the said G. C. his heirs or assigns, within the space of two years next ensuing the date of these presents, pursuant to the liberty and power for that purpose given, limited and appointed, in and by the above mentioned indenture *quinquepartite*, bearing even date with these presents; *To have* and to hold the said rectory or parsonage impropriate, tithes, manors, lands, tenements and hereditaments, and all and singular other the premises herein before mentioned or intended to be hereby bargained, sold or released, with their and every of their rights, members and appurtenances (except as before excepted) unto the said S. R. and R. B. their heirs and assigns, to and for the several uses, intents and purposes herein above mentioned and expressed; (that is to say) to the use, intent and purpose, that the said W. C. his heirs and assigns, shall and may lawfully have, receive, take and enjoy, to his and their own proper use and

Exception of
the first mes-
suage.

Exception of
the second
messuage.

Exception of
the parcel of
land.

Exception of
the timber,
&c.

Habendum, in
trust to raise
an annuity to
be paid quar-
terly, &c.

of for ever, one annuity or yearly rent-charge of, &c. of lawful, &c. to be yearly issuing and going out of and chargeable upon all and singular the said hereby bargained and released premises, with their appurtenances, (except as before excepted) and to be paid at the four most usual feasts or days of payment in the year; (that is to say) the feasts of St. Michael the archangel, the birth of our Lord Christ, &c. by even and equal portions without any deduction, defalcation or abatement whatsoever, for or by reason of any taxes, charges, or assessments, ordinary or extraordinary, by authority of parliament or otherwise howsoever, which are or shall be rated, taxed, charged or assessed upon the said hereby released premises, or any part thereof, or the said annuity, or any part thereof, or upon the said W. C. his heirs or assigns, for or in respect thereof, or for any other matter, cause or thing whatsoever; the first payment thereof to begin and to be made on the feast day of,

ensuing the date hereof: And also to the intent and purpose, that if it shall happen the said annuity or yearly rent charge, of, &c. or any part thereof, shall be behind or unpaid, in part or in the whole, by the space of thirty days next after any of the said feasts or days of payment in which the same ought to be paid as aforesaid, that then, in every or any such case, the said W. C. his heirs and assigns, shall or lawfully may have, take and receive the sum of, &c. for every thirty days afterwards, wherein the said annuity or yearly rent charge, or any part thereof, shall be behind and unpaid to him or them (*nomine pane*) to be forfeited, lost and unpaid by such person or persons, as from time to time shall come to pay the said annuity or yearly rent-charge: And also to the further intent and purpose, that when and so often as the said annuity or yearly rent-charge of, &c. or any part thereof, or any of the said sum or sums of, &c. which shall become forfeited or lost by reason of non-payment of the said annuity or yearly rent-charge as aforesaid, or any part thereof, shall be behind, unpaid, or in arrear, it shall and may be lawful to and for the said W. C. his heirs and assigns, into and upon the rectory or parsonage impropriate, tithes, manor, lands, tenements, hereditaments and premises herein before mentioned or intended to be hereby bargained, sold or released, and every part and parcel thereof, with their appurtenances, (except as before excepted) at his or their sole and pleasure, to enter and distrain for the same, and every or any part thereof, and all arrearages thereof; and the distress and distresses thereof, and there found to take, lead, drive, carry away or impound, and the same to detain and keep, until the same annuity or yearly rent-charge of, &c. and all arrearages thereof, and the said sum or sums of money, shall be forfeited as aforesaid, (if any there shall be) and every part thereof, together with the charges of such distress or distresses, shall be lawfully paid and satisfied, or otherwise to sell and dispose of the same distress or distresses, according to the direction of the late act or acts of parliament in that behalf made, for or towards payment and satisfaction of the said annuity or yearly rent-charge, and the said forfeiture and charges of such distress or distresses: And as for and concerning all and singular the rest of the said rectory, parsonage, tithes, manor, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby bargained, sold or released, with their appurtenances (except as before excepted) charged and chargeable nevertheless, with and subject to the said annuity or yearly rent charge of,

Covenant,
for a *nomine*
pane, in case
of failure of
payment.

Covenant to
enter on the
premises, in
case the an-
nuity, &c.
be unpaid,

and to dis-
train for the
same,

and to sell the
distress, &c.

And the rest
of the pre-
misses to re-
main to the
use of the
releasor.

T 2

Covenant for
payment of
the said an-
nuity, *nomine
pene, &c.*

And that the
premises
shall remain
liable to the
payment of
the said an-
nuity, &c.

Covenant,
that the re-
leasee shall
pay all taxes,
&c.

And that the
releasor is
lawfully
seised, &c.

And hath
power to sell,
&c.

Covenant
that all the
premises are
and shall re-
main free
from all
manner of
incumbrances.

&c. and the provisions and remedies herein before mentioned and appointed, for the better securing the payment thereof, to the use and behoof of the said G. C. his heirs and assigns for ever: And the said G. C. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said W. C. his heirs and assigns, in manner and form following; (that is to say) that he the said G. C. his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter for ever, well and truly pay or cause to be paid unto the said W. C. his heirs and assigns, the said annuity or yearly rent charge of, &c. of lawful money of Great Britain, as the same shall become due and payable, by virtue of these presents, without any deduction, defalcation or abatement whatsoever as aforesaid, together with such sum or sums of money, as shall from time to time become forfeited as aforesaid, by reason of the non-payment of the said annuity or yearly rent-charge, according to the true intent and meaning of these presents: And that the said rectory or parsonage impropriate, tithes, manor, lands, tenements, hereditaments, and all other the premises herein before mentioned or intended to be hereby bargained, sold or released, with their and every of their appurtenances, and the rents, issues and profits thereof, now are, and shall from time to time, and at all times for ever hereafter shall remain, continue and be liable to the said annuity or yearly rent charge of, &c. and the said *nomine pene*, and to the distress and distresses of the said W. C. his heirs and assigns for the same, and the arrearages thereof as aforesaid: And that if any taxes, charges or assessments, shall be laid, taxed or assessed on the said annuity or any part thereof, or the said W. C. his heirs or assigns, for or in respect thereof, or any part thereof, the said G. C. his heirs, executors, administrators and assigns, shall and will from time to time bear, pay and discharge the same: And further, that he the said G. C. at and immediately before the sealing and delivery of these presents, is the sole, true and lawful owner and proprietor of all and singular the said premises herein before mentioned, intended to be hereby bargained, sold, or released with their appurtenances, and is and stands solely, lawfully and rightfully seised thereof and of every part and parcel thereof, of a good, pure, absolute and defeasible estate of inheritance in fee-simple, without any manner of condition, limitation, use, trust, proviso, power of revocation, or other restraint, matter or thing whatsoever, to alter, change, determine, impeach or make void the same: And also, that the said G. C. now hath in himself good right, full power, lawful and absolute authority, to grant, bargain, sell, release or convey all and singular the said premises, with their appurtenances, (except as before excepted) unto the said S. R. and R. B. their heirs and assigns, to and for the uses, intents and purposes herein before mentioned, and in manner and form aforesaid: And further, that the same premises, and every part and parcel thereof, with their appurtenances, (except as before excepted) now are, and from henceforth for ever hereafter shall remain, continue, and be to the uses, intents and purposes herein before mentioned and expressed, free and clear, and purely and clearly acquitted, exonerated and discharged, or otherwise well sufficiently saved, kept harmless and indemnified by him the said G. C. his heirs or assigns, or some of them, of, from and against all and

manner of former and other gifts, grants, bargains, sales, jointures, the dower of the said *A.* the wife of the said *G. C.* and all other dowers and titles of dower, uses, wills, intails, mortgages, judgments, statutes merchant and of the staple, fines, recognizances, amerciaments, reliefs, quit rents, rents-charges, rents-seck, annuities, yearly payments, and all arrearages thereof, and of, from and against all other estates, titles, troubles, charges, incumbrances, claims and demands whatsoever, had, made, committed, done, or wittingly or willingly offered by them the said *G. C. R. D.* and *E.* his wife, *E. P.* esq; deceased, father of the said *E.* and *J. P.* esq; deceased, uncle of the said *E. P.* or any of them, or which shall or may be asked, claimed, demanded by any person or persons lawfully claiming or to claim, by whom or under them or any of them, or by, through, with or under their or any of their act, means, consent, knowledge, privity, default or procurement in any wise however; Except the remainder of a term of five hundred years granted by the said *T. D.* and *E.* his wife to the said *R.* esq; of and in the said hereby released and excepted premises by way of mortgage, by indenture bearing date on or about, &c. and a fine levied by the said *R. D.* and *B.* his wife, for corroborating the said term: And also except the remainder of a term of 1000 years granted by the said *G. C.* to the said *E. D.* and in the same premises, by the said *G. C.* to the said *E. D.* as the said *G. C.* had purchased the inheritance of the premises from the said *R. D.* and *E.* his wife, by way of mortgage also, by indenture bearing date, &c. and which remainders of the said two terms of 500 years and 1000 years, are by indenture *quinquepartite*, bearing even date with these presents, and made between the said *G. C.* on the first part, *B. F.* of, &c. on the second part, and *T. D.* citizen and haberdasher of London on the third part, the said *W. C.* on the fourth part, *J. W. Esq.* gent. on the fifth part, assigned or intended to be assigned to the said *J. W.* and *J. L.* their executors and administrators, In full to permit the said *W. C.* his heirs and assigns, to receive and take the said annuity or yearly rent-charge of, &c. and to make use of such remedies as are herein before appointed, for the better securing the payment thereof, and upon several other special trusts therein particularly expressed; and after the discharge of those trusts, then in trust for the said *G. C.* his heirs and assigns, and to attend and wait upon the freehold and inheritance of the said premises: And the said *G. C.* for himself, his heirs, executors and administrators, and for the said *A.* his wife, doth covenant, promise and agree, to and with the said *S. R.* and *B.* their heirs and assigns, that they the said *G. C.* and *A.* his wife and will, as of Trinity term last, or before the end of Michaelmas next ensuing the date of these presents, in due form of law, at his own charge, acknowledge and levy, or cause or procure to be acknowledged and levied unto the said *S. R.* and *J. L.* and the heirs of them, one fine *Sur consance de droit come ceo*, &c. with proclamations to be thereupon had and levied, according to the statute in that behalf made and provided, and the usual course of fines, of the said recited or parsonage impropriate, tithes, manor, lands, tenements, hereditaments, and all other the premises herein before mentioned or intended to be hereby bargained, sold or released, and every of their appurtenances (except as herein before is excepted) by such name or names, quantities, qualities and numbers of acres, or other certainties as shall be

Except the remainder of a term of 500 years granted by way of mortgage

Except likewise the remainder of a term of 1000 years.

Which said terms are assigned in trust to secure the payment of the said annuity.

Covenant to levy a fine of all the premises.

Which said
fine shall
enure only to
the uses
above men-
tioned.

Covenant to
make further
assurance.

Covenant to
produce all
deeds, &c.
relating to
the premises.

be thought proper on that behalf, which said fines so as aforesaid, or in any manner to be had and levied, and all and every other fine and fines already had and levied, or to be had and levied, of the said hereby released premises, or any part thereof, to which the said parties to these presents, or any of them, is, are and shall be parties or privy, shall be and enure, and shall be deemed, adjudged, and taken to be and enure and is and are declared and agreed, by all the said parties to these presents, to be and enure; To and for the several uses, intents and purposes herein before mentioned and expressed, and to and for no other use, intent or purpose whatsoever: And that the said G. C. and A. his wife and their heirs, and all and every other person or persons, having or lawfully claiming, or which can or may lawfully have or claim, any estate, right, title, interest, benefit, claim or demand of, in, to or out of the said premises, or any part or parcel thereof, (except as before excepted) by, from or under, or in trust for them or either of them, or the said R. D. and E. his wife, or the said E. P. and J. P. deceased, or any of them, shall and will from time to time, and at all times hereafter, at the reasonable request, and at the cost and charges in the law of the said W. C. his heirs or assigns, make, do, suffer, acknowledge, levy and execute, or cause or procure to be made, done, suffered, acknowledged, levied and executed, all and every such further and other lawful and reasonable acts, matters and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect securing and conveying of all and singular the said hereby released premises and every part and parcel thereof, with their appurtenances (except before excepted) to and for the several uses, intents and purposes herein before particularly mentioned and expressed, as by the said W. C. his heirs or assigns, or by his or their counsel learned in the law, shall reasonably devised, advised or required, so as such further assurance contain no further or other covenant or warranty than against the person or persons making the same, and so as the person or persons, who are to make the same, be not compelled or compellable to travel farther than the cities of London or Westminster for the doing thereof: And lastly, the said W. C. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said G. C. his heirs and assigns, by these presents, that he the said W. C. his heirs and assigns, or some of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges, of the said G. C. his heirs and assigns, produce and shew forth, or cause to be produced and shewn forth to him the said G. C. his heirs or assigns, or his or their counsel learned in the law, or in any court or courts of law or equity, or elsewhere, and singular the deeds, evidences and writings particularly mentioned and expressed in the said schedule hereunto annexed, and also the abovesaid mentioned indenture *quincupartite*, when and as often as occasion shall be or require, for the better and more clear manifestation, justifying and defending of the right and title of the said G. C. his heirs or assigns in the said hereby bargained and released premises, or the premises herein before mentioned and intended to be excepted out of this present release, or any part or parcel thereof, safe, whole and uncanceled, (accident by fire or other unavoidable accidents whereby the same may happen to be damaged, destroyed or lost, only excepted) In Witness, &c.

A Lease for a Year, if Lessor so long live.

THIS Indenture, made &c. Between E. C. of London, widow, of the one part, and R. F. citizen and embroiderer of London, of the other part, *Witnesseth*, that the said E. C. for and in consideration of the sum of five shillings of lawful money, of, &c. to her in hand paid by the said R. C. at or before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge, and for divers other good causes and considerations her hereunto moving, *Consideration.* Hath bargained, sold and demised, and by these presents doth bargain, sell and demise, unto the said R. F. all that messuage or tenement (*prout in release, usque and all the estate*) To have and to hold the said messuage *Habendum.* or tenement, piece or parcel of land, and all and singular other the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their rights, members and appurtenances, unto the said R. F. his executors, administrators and assigns, from the day next before the day of the date of these presents, unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, if the said E. C. shall so long live; *Yielding and Reddendum.* paying therefore unto the said E. C. or her assigns, the rent of one pepper-corn upon the feast-day of St. Michael the archangel now next ensuing, (if lawfully demanded): To the Intent, that by virtue of these presents, and of the statute for transferring uses into possession, the said R. F. may be in the actual possession of the said messuage or tenement, and other the said hereby bargained premises, with their appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and freehold thereof, to him, his heirs and assigns, during the life of the said E. C. by indenture intended to be made between the said E. C. on the one part, and the said R. F. on the other part, and thereof to bear date the day next after the day of the date of these presents.—
In Witness, &c.

A Release for the Life of the Releasor.

THIS Indenture, made, &c. Between E. C. of London, widow, of the one part, and R. F. of, &c. embroiderer, on the other part. Whereas J. C. of London, esq; deceased, late husband of the said E. C. did by his last will and testament, bearing date, &c. (amongst other things) give and devise unto the said E. C. the messuage or tenement, piece or parcel of ground, with the out houses buildings, orchard, garden and other the appurtenances herein after particularly mentioned *Recital of a will.*

Covenant of
a release.
Considera-
tion.

Premises.

Habendum for
life of the
releasor.

Covenant
that the re-
leasor is law-
fully seised
of the pre-
mises for
term of life.

mentioned and expressed, for and during the term of her natural life, as by the will remaining in the prerogative court of *Canterbury*, relation being thereunto had, may more at large appear: *Now this Indenture witnesseth*, that the said *E. C.* for and in consideration of the sum of, *£c.* to her in hand paid by the said *R. F.* the receipt whereof she doth hereby acknowledge, and thereof, and of and from every part and parcel thereof doth acquit, release and discharge the said *R. F.* his heirs, administrators and assigns, and every of them, for ever by these presents, *Hath* granted, bargained, sold, aliened, released and confirmed, and by these presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *R. F.* in his actual possession now being, by virtue of a bargain and sale to him made by the said *E. C.* by indenture bearing date the day next before the day of the date of these presents, for the term of one year, commencing from the day next before the day of the date of the same indenture, if she the said *E. C.* shall for long live, and by force and virtue of the statute for transferring uses into possession, and to his heirs and assigns, *All* that messuage or tenement, situate, *£c.* formerly in the tenure or occupation of, *£c.* afterwards of, *£c.* after that of, *£c.* since of, *£c.* late of, *£c.* and now or late of the said *R. F.* *And also* all that piece or parcel of land and ground containing by estimation, *£c.* more or less, with the appurtenances, lying and being next or near adjoining to the said messuage or tenement on the *South* side thereof, now or late also in the tenure or occupation of the said *R. F.* *And* all barns, buildings, stables, orchards, back-sides, gardens, ways, easements, commons, common of pasture, profits, commodities, hereditaments and appurtenances whatsoever to the said messuage or tenement, and the said piece or parcel of ground belonging or in any wise appertaining: *And* the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the premises, and of every part and parcel thereof: *And* all the estate, right, title, interest, use, trust, claim and demand whatsoever, of her the said *E. C.* of, in, to or out of the said messuage or tenement, piece or parcel of land, and other the premises, and of, in, to or out of every or any part or parcel thereof in any wise howsoever, together with all deeds, evidences and writings whatsoever, touching and concerning the premises, which she the said *E. C.* now hath in her custody or power, or can or may come by without suit in law; *To have and to hold* the said messuage or tenement, piece or parcel of land, and all and singular other the premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their rights, members and appurtenances, unto the said *R. F.* his heirs and assigns, for and during the natural life of the said *E. C.* to the only proper use of the said *R. F.* his heirs and assigns, during the natural life of the said *E. C.* *And* the said *E. C.* for herself, her heirs, executors and administrators, and for every of them, doth covenant, promise and agree to and with the said *R. F.* his heirs and assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) that she the said *E. C.* (for and notwithstanding any act, matter or thing, had, made, committed or done, or wittingly or willingly suffered by her, or her late husband to the contrary) at the sealing and delivery of these presents, is and stands lawfully and rightfully seised of and in the said messuage or tenement, piece or parcel of land, and

all other the premises herein before mentioned or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, of a good, sure, perfect, absolute and indefeasible estate of freehold, for and during the term of her natural life, without any condition, trust, power of revocation, or limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, impeach, defeat, incumber or make void the same: *And* that she the said *E. C.* (for and notwithstanding any such act, matter or thing as aforesaid) now hath in herself good right, full power and lawful authority, to grant, bargain, sell, alien, release and confirm the said messuage or tenement, piece or parcel of land, and all and singular other the premises herein before mentioned or intended to be hereby granted or released, with their and every of their appurtenances, unto the said *R. P.* his heirs and assigns, during her life, in manner and form aforesaid: *And also*, that he the said *R. P.* his heirs and assigns, shall and may from time to time, and at all times hereafter during her life, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby released messuage or tenement, piece or parcel of land, and other the premises, with their and every of their rights, members and appurtenances, and receive and take the rents, issues and profits thereof, and of every part and parcel thereof to his and their own proper use and behoof, without any lawful let, suit, trouble, denial, eviction, ejection or interruption of or by the said *E. C.* or any other person or persons whatsoever, lawfully claiming or to claim, by, from or under her or her said late husband, (except as herein after is excepted): *And* that free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers and titles of dowers, uses, wills, entails, mortgages, statutes merchant and of the staple, recognizances, extents, executions, fines, yearly payments, and all arrearsages thereof, and of and from all other estates, titles, troubles, charges or incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by her the said *E. C.* or her said late husband, or by or through her or his act, means, consent, neglect, default, privity or procurement, *Except*, one indenture of lease, bearing date, *Et c.* made by her the said *E. C.* to *H. K.* of London merchant deceased, of the said hereby released premises for the term of, *Et c.* commencing, *Et c.* at the yearly rent of, *Et c.* payable quarterly, under which said lease the said *R. P.* now holds the said premises: *And further*, that she the said *E. C.* and all and every other person or persons having or lawfully claiming, or which can or may lawfully have or claim any estate, right, title, interest, benefit or demand of, in, to or out of the said messuage or tenement, piece or parcel of land, and other the aforesaid premises, or any part thereof, during the life of the said *E. C.* by, from or under her the said *E. C.* or her said late husband, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the law, of the said *R. P.* his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, matters and things, conveniences and assurances in the law whatsoever, for the further, better and more perfect assuring and conveying of the said messuage or tenement, piece or parcel of land and premises, with their appurtenances, unto the said *R. P.* his heirs and assigns, during the natural life of the said

And hath full power to bargain and sell the same.

Covenant for quiet enjoyment.

And that the premises are free from all incumbrances.

Et c. except one indenture of lease.

Covenant for further assurance.

Covenant for
quiet enjoy-
ment of such
part of the
premises as
is copyhold;

and to make
a title there-
of.

said *E. C.* as by the said *R. F.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required, so as the person or persons who are to make such further assurance be not compelled or compellable to travel further than the cities of *London* or *Westminster* for the doing thereof, and so as such further assurances contain no further or other covenant or warranty than against the person or persons making the same: *And lastly*, that the said *R. F.* his heirs or assigns, shall or lawfully may peaceably and quietly hold and enjoy all such part of the yard, orchard or garden belonging to the premises, as is or is reputed to be copyhold, without any manner of let, suit, hindrance or interruption, at any time or times hereafter, during the natural life of the said *E. C.* of or by her the said *E. C.* or any person or persons lawfully claiming or to claim by, from or under her or her said late husband, or by or through his or her act, means, consent, neglect, default, privity or procurement: *And* that she and all lawfully claiming under her will upon request, and at the costs and charges of the said *R. F.* his heirs or assigns, make and do all such acts and things as shall be reasonably required for the making of a title to him and them, of, in and to such part of the premises as copyhold during the life of the said *E. B.* as is aforesaid. *In Witness, &c.*

Bargain and Sale for a Year.

Considera-
tion.

Habendum.

Reddendum.

To the intent
that the bar-
gainee may
be in posses-
sion, and
thereby en-
abled to take
a grant, &c.
of the pre-
mises.

THIS Indenture, made, &c. Between *T. D.* of, &c. gent. *S. S.* of, &c. merchant, and *S. D.* of, &c. eldest son of the said *T. D.* on the one part, and *E. J.* of, &c. widow, on the other part, *Witnesseth*, that the said *T. D.* *S. S.* and *S. D.* in consideration of the sum of five shillings of lawful money of *Great Britain*, to them or one of them in hand paid by the said *E. J.* at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for divers other good causes and considerations them hereto moving, *Have*, and each and every of them *Have* bargained and sold, and by these presents *Do*, and each and every of them *Doth* bargain and sell unto the said *E. J.* *All those (prout in the release aforesaid) and all the estate, &c.) To have and to hold* the said tithes, pieces or parcels of ground, messuages or tenements thereon erecting and building, and all and singular other the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their rights, members and appurtenances unto the said *E. J.* her executors, administrators and assigns, from the day of the date of these presents unto the full end and term of one whole year, from thence next ensuing and fully to be compleat and ended: *Yielding and paying* therefore unto the said *T. D.* *S. S.* and *S. D.* their heirs or assigns, the rent of one pepper-corn upon the feast day of *St. Michael* the archangel now next coming (if lawfully demanded), *To the Intent*, that by virtue of these presents, and of the statute for transferring uses into possession, the said *E. J.* may be in the actual possession of the said hereby bargained premises, with their appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to her the said *E. J.* her heirs and assigns, by indenture of release intended to be made between the said *T. D.* *S. S.* and *S. D.* on the one part, and the said *E. J.* on the other part, and to bear date the day next after the day of the date of these presents. *In Witness, &c.*

The Release in Fee.

THIS Indenture, made, &c. Between *T. D.* of, &c. gent. *S.* of, &c. merchant, and *S. D.* of, &c. eldest son of the said *T. D.* on the one part, and *E. J.* of, &c. widow, on the other part, *Witnesseth*, that for and in consideration of the sum of, &c. of lawful money of Great Britain to them the said *T. D. S. S.* and *S. D.* or one of them, by the said *E. J.* in hand at or before the sealing and delivery of these presents well and truly paid, the receipt whereof they do hereby acknowledge, and thereof, and of and from every part and parcel therereof, do acquit, release and discharge the said *E. J.* her heirs, executors and administrators, and every of them, by these presents, They the said *T. D. S. S.* and *S. D.* Have, and each and every of them Hath granted, bargained, sold, remised, released and confirmed, and by these presents Do, and each and every of them Doth fully and absolutely grant, bargain, sell, remise, release and confirm unto the said *E. J.* (in her actual possession now being by virtue of a bargain and sale thereof to her made, by indenture bearing date the day next before the day of the date of these presents, by or from the said *T. D. S. S.* and *S. D.* for the term of one whole year, commencing from the day next before the day of the date of the same indenture, under the rent of a pepper-corn, (if demanded) and by force and virtue of the statute for transferring uses into possession), and to her heirs and assigns for ever, All those tofts, pieces or parcels of ground, whereon lately stood three messuages or tenements, situate and being on the South side of *Wapping-Street*, in the parish of, &c. containing, &c. And also those two messuages or tenements now erecting and building, or erected and built on the said tofts, pieces or parcels of ground, or some part thereof, by and at the proper costs and charges of, &c. in pursuance of the lease lately granted to them by the said *T. D. S. S.* and *S. D.* together with all and singular ways, passages, lights, easements, sheds, rooms, cellars, solars, shops, chambers, out-houses, buildings, profits, commodities, advantages and appurtenances whatsoever, to the said hereby bargained and released tofts, pieces or parcels of ground, messuages or tenements or other the premises belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the premises, and of every part and parcel thereof: And also, all the estate, right, title, interest, claim and demand whatsoever of them the said *T. D. S. S.* and *S. D.* and every or any of them, of, in, to, or out of the same premises, or any part or parcel thereof, in any wise howsoever, Together with all such deeds, evidences and writings, as concern the premises only, or any part thereof,

Consideration.

Covenant of release, &c.

Récital of the bargain and sale.

Premises.

Also all deeds, &c.

Leases and Releases.

Habendum in fee.

Covenant that the bargainors are lawful owners of all the premises.

And shall so continue till an estate in fee-simple be vested in the bargainee. Covenant, for quiet enjoyment,

And that the premises are free from incumbrances;

thereof, and copies of all such as concern the same jointly with any other things, to be made and written, at the proper costs and charges of the said E. J. her heirs or assigns; which said tofts, pieces or parcels of ground, and other the said hereby bargained and released premises, were (*inter alia*) lately purchased by the said T. D. S. S. and S. D. of C. S. of C. S. of, &c. gent. son and heir of C. S. lately of London, esq; deceased, and were conveyed to them and their heirs in equal third parts, by the said C. S. by bargain and sale *quadripartite*, enrolled in the high court of chancery bearing date, &c. and by lease and release *quadripartite*, bearing date, &c. and by fine from the said C. S. and M. his wife, duly levied in his majesty's court of common pleas in Trinity-term, in the, &c. *To have and to hold* the said tofts, pieces or parcels of ground, and the said messuage or tenements thereon erecting and building, or erected and built, and all and singular other the premises herein before mentioned or intended to be hereby released, and every part or parcel thereof, with their and every of their rights, members and appurtenances, unto the said E. J. her heirs and assigns for ever, to the only proper use and behoof of the said E. J. her heirs and assigns for ever: And the said T. S. S. S. and S. D. Do by these presents for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not jointly, or the one for the other, or for the act or deed of the other, covenant, promise and agree to and with the said E. J. her heirs and assigns, in manner and form following, (that is to say) that they the said T. D. S. S. and S. D. or some or one of them, for and notwithstanding any act, matter or thing by them, or any of them respectively made, done, committed, or wittingly or willingly suffered to the contrary, at the time of the sealing and delivery of these presents, is or are the true and lawful owner or proprietors, owners or proprietors, of the said tofts, pieces or parcels of ground, messuages or tenements, and all other the premises herein before mentioned or intended to be hereby released, and every part and parcel thereof, with the appurtenances, and is or are lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, reservation, limitation of use or uses, or restraint, matter or thing whatsoever, to determine, alter, charge or defeat the same: And shall continue so seised thereof, and of every part thereof, until a good, perfect and absolute estate in fee simple shall be thereof vested in the said E. J. and her heirs, according to the true intent and meaning of these presents: And also, that the said E. J. her heirs and assigns, and every of them, shall or lawfully may, from time to time and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the premises herein before mentioned or intended to be hereby released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any lawful let, suit, trouble, denial, eviction, ejection or interruption whatsoever, of or by them the said T. D. S. S. and S. D. their heirs or assigns, or any of them respectively, or of or by any other person or persons whatsoever, lawfully claiming or to claim by, from or under them, or any of them respectively in any wise howsoever: And that free and clear, and freely and clearly acquitted, exonerated and discharged, of, from and against all and all manner

manner of former and other bargains, sales, gifts, grants, feoffments, devises, uses, jointures, dowers, intails, rents, arrearages of rents, issues, fines, post-fines, annuities, debts, duties, judgments, executions, extents, recognizances, statutes-merchant and of the staple, seizures, sequestrations, and all other estates, rights, titles, troubles, charges and incumbrances whatsoever, by them the said *T. D. S. S.* and *S. D.* or any of them respectively had, made, committed, done, or wittingly or willingly suffered in any wise howsoever, *Except* one lease by indenture, bearing date, &c. made by the said *T. D. S. S.* and *S. D.* to the above-named *J. B.* and *E. S.* of all and singular the said hereby bargained and released premises, for the term of, &c. commencing from the feast-day of the annunciation of the Blessed Virgin *Mary*, now last past, at the rent of one pepper-corn for the first year of the said term, and the yearly rent of, &c. for all the residue of the said term payable quarterly: *And further*, that they the said *T. D. S. S.* and *S. D.* their heirs and assigns, and all and every other person lawfully claiming or to claim any estate, right, title or interest, of, in, to or out of the said hereby released premises, or any part or parcel thereof, by, from, under, or in trust for them, or any of them respectively, shall and will from time to time, and at all times hereafter within the space of seven years, upon the request and at the costs and charges of the said *H. J.* her heirs or assigns, make, do, acknowledge, levy, execute and suffer, or cause or procure to be made and done, acknowledged, levied, executed and suffered, all such further and other reasonable acts, matters and things, conveyances and assurances in the law whatsoever, for the further better and more perfect assuring and conveying of the same premises, and every part or parcel thereof, unto the said *E. J.* her heirs and assigns for ever, according to the true intent and meaning of these presents, as by the said *E. J.* her heirs and assigns, shall be reasonably devised, advised or required, so as such further assurances or conveyances contain no further or other warranty or covenants than only against the parties making the same, and their respective heirs, and so as the party or parties, making the same, be not compelled or compellable to travel further than the cities of *London* or *Westminster* for the doing thereof: *And lastly*, that they the said *J. D. S. S.* and *S. D.* their heirs or assigns, or some of them, shall and will from time to time, and at all times hereafter, upon reasonable notice and request to them made and given by the said *E. J.* her heirs or assigns, and at her and their costs and charges, produce and shew forth, or cause to be produced and shewed forth in any court or courts of law or equity, or to her or their attorney or attorneys, agent or agents, counsel or counsels, at any trial or hearing, or at commission for the examination of witnesses, all and every or any the deeds, evidences and writings particularly mentioned or expressed in the schedule to these presents annexed, (provided they be not destroyed by fire or other inevitable accident) when and as often as there shall be occasion to make use of them or any of them for the maintenance and justification of the title of the said *E. J.* her heirs or assigns, in or to the premises herein before mentioned or intended to be hereby released, or any part or parcel thereof. *In Witness, &c.*

except one lease of all the premises.

Covenant to make further assurance, at any time within the space of seven years.

Covenant to produce the writings relating to the premises, at any time when requested.

Bargain

Bargain and Sale inrolled, of the same Estate, for further Confirmation, &c.

Consideration.

Habendum in fee-simple.

Covenant of warranty.

THIS Indenture, made, &c. Whereas J. D. of, &c. gent. S. S. of, &c. merchant, and S. D. eldest son of the said J. D. on the one part, and E. J. of, &c. widow, on the other part, *Witnesseth*, that for and in consideration of the sum of, &c. good and lawful money of, &c. to them the said J. D. S. S. and S. D. or one of them in hand paid by the said E. J. at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and themselves therewith fully satisfied and paid, being the said sum of, &c. which is mentioned to be the consideration of a certain indenture of release made between the same parties, and bearing even date with these presents, and for divers other good causes and considerations them thereunto moving, they the said J. D. and S. D. *Have*, and each and every of them *Haib* granted, bargained, sold, aliened, released and confirmed, and by these presents *Do* fully, and absolutely grant, bargain, sell, alien, release and confirm unto the said E. J. her heirs and assigns for ever, *All* those, &c. (*prout* in the release *usque* the *habendum*) *To have and to hold* the said tofts, pieces or parcels of ground, and the said messuages or tenements thereon erecting and building, or erected and built, and all and singular other the premisses herein before mentioned or intended to be hereby granted, bargained, sold, aliened, released or confirmed, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said E. J. her heirs and assigns for ever, *To* the only use and behoof of the said E. J. her heirs and assigns for ever: *And* the said J. D. S. S. and S. D. for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one for the other, or for the heirs, executors or administrators, or for the acts and deeds of the other, do hereby covenant, promise and grant, to and with the said E. J. her heirs and assigns, that they the said J. D. S. S. S. D. and their heirs respectively, all and singular the premisses herein before mentioned to be hereby granted, bargained, sold, aliened, released or confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said E. J. her heirs and assigns, against them the said J. D. S. S. and S. D. and their heirs respectively, and all persons lawfully claiming or to claim, by, from, under, or in trust for them respectively, shall and will warrant, and for ever defend by these presents. *In Witness, &c.*

A Release

A Release in Fee. (See a Lease for a Year.)

THIS Indenture, made, &c. Between *J. C.* citizen and dyer of London, and *Anne* his wife, of the one part, and *J. H.* of, &c. gent. of the other part, *Witnesseth*, that in consideration of the sum of, *Consideration.*
 &c. of gold, &c. to the said *J. C.* in hand paid at or before the sealing and delivery of these presents by the said *J. H.* the receipt whereof he the said *J. C.* doth hereby acknowledge, and himself therewith fully satisfied, contented and paid, and thereof, and of and from every part and parcel thereof, doth acquit, release and discharge the said *J. H.* his heirs, executors and administrators for ever, by these presents, they the said *J. C.* and *Anne* his wife, *Have* granted, bargained, sold, remised, released and confirmed, and by these presents *Do* grant, bargain, sell, remise, release, and confirm unto the said *J. H.* in his actual possession now being, by virtue of a bargain and sale to him made by the said *J. C.* by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture, and by force of the statute for transferring uses into possession, and to the heirs and assigns of the said *J. H.* for ever, *All* that messuage or tenement, called *Premises.*
 or known by the name of, &c. and all and singular the barns, stables, stalls, edifices and buildings, closes, yards, gardens and orchards, with all and singular the appurtenances to the said messuage or tenement also belonging or appertaining, situate, lying and being, &c. *And also* divers pieces or parcels of land, arable, meadow, pasture and wood, to the said messuage or tenement also belonging or appertaining, or, therewith used, occupied or enjoyed, herein after particularly mentioned or expressed, (that is to say) four pieces or parcels of land, meadow and pasture, and one piece or parcel of land now or late planted with hops, lying together near the said messuage or tenement and orchard, containing in the whole by estimation twenty acres, be there more or less thereof, two pieces or parcels of land, arable and pasture, called the *Dean Fields*, with the *Wish* thereunto adjoining, containing by estimation twelve acres, be there more or less thereof, one piece or parcel of, &c. and all other the messuages, farms, lands, tenements, hereditaments and premises whatsoever, of the said *J. C.* and *Anne* his wife, or either of them, situate, lying and being in, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, and all the estate, right, title, interest, possession, property, claim and demand whatsoever, of them the said *J. C.* and *Anne* his wife, of, in, or to the

Covenant of release in fee.

Premises.

*Habendum in
sec.*

*Covenant to
levy a fine of
all the pre-
misses.*

*Declaration of
the uses.*

the said messuages, farms, lands, tenements, hereditaments and premisses, herein before granted and released, or mentioned or intended to be hereby granted or released, and every or any part or parcel thereof, together with all deeds, evidences and writings, touching or concerning the said messuages, lands, tenements, hereditaments and premisses, or any part thereof only, now in the custody or power of the said *J. C.* or which he can or may come by without suit in law, and true copies of all such others as concern the premisses jointly with other things, to be made and written at the request, costs and charges, of the said *J. H.* All which said messuages, farms, tenements, hereditaments and premisses herein before granted and released, or mentioned or intended to be hereby granted or released, were purchased by the said *J. C.* of *J. L.* of London, doctor of physick, and *Grace* his wife, *J. L.* of *Essex* clerk, and *R. B.* of London, esq; and *E.* his wife, and were conveyed to him by indenture of lease and release, and fine thereupon levied, the lease bearing date, &c. and the release, &c. *To have and to hold* all and singular the said messuages, farms, lands, tenements, hereditaments and premisses aforesaid, in and by these presents granted and released, or mentioned or intended to be hereby granted or released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *J. H.* his heirs and assigns, *To* the only proper use and behoof of the said *J. H.* his heirs and assigns for ever: *And* for the better conveying and assuring of the said messuages, farms, lands, tenements, hereditaments and premisses herein before mentioned, or intended to be hereby granted and released unto the said *J. H.* his heirs and assigns for ever, the said *J. C.* doth for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *J. H.* his heirs and assigns, that he the said *J. C.* and the said *Anne* his wife, shall and will before the end of *Michaelmas* term next, in due form of law, acknowledge and levy before the justices of his majesty's court of common pleas at *Westminster*, unto the said *J. H.* and his heirs, one or more fine or fines, *Sur Cognissance de droit come oco*, &c. and proclamations thereupon to be had and prosecuted, according to the common and usual course of such fines, and of the laws and statutes in that behalf made and provided, of all and singular the said messuages, farms, lands, tenements and hereditaments herein before mentioned, or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, by such name or names, quantities, qualities and descriptions to ascertain the same, and in such manner and form, as by the said *J. H.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required: *And* it is hereby declared and agreed by and between all and every the parties to these presents, that the said fine or fines so as aforesaid, or in any other manner or form to be acknowledged and levied, and all and every other fine and fines, and all other conveyances and assurances heretofore had, made, acknowledged, executed or perfected, or at any time hereafter to be had, made, acknowledged, executed or perfected, of or concerning the said messuages, farms, lands, tenements, hereditaments and premisses herein before mentioned, or intended to be hereby granted or released, with the appurtenances, or any part or parcel thereof, by or between the said parties to these presents, or any of them, or to or with them or any of them

them, who are or shall be parties or privies, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, and so were and are meant and intended to be and enure, and are hereby declared by and between all the parties to these presents to be and enure, *To the Use and Benefit* of the said *J. H.* his heirs and assigns for ever, and to or for no other use, intent or purpose whatsoever: *Provided always*, and it is hereby declared and agreed, by and between the said *J. C.* and *J. H.* that the said messuage and farm called, &c. shall stand charged with, and shall be liable and subject to the payment of the annuity or yearly rent-charge of ten pounds to the minister and churchwardens of the parish of, &c. and to their successors, ministers and churchwardens for ever, in such manner as the same is given or devised to them by the last will and testament of, &c. deceased, bearing date, &c. this indenture or any thing else herein contained to the contrary in any wise notwithstanding: And the said *J. C.* for himself, his heirs, executors and administrators, doth further covenant, promise and agree, to and with the said *J. H.* his heirs and assigns, and every of them by these presents in manner and form following, (that is to say) that for and notwithstanding any act, matter or thing by him the said *J. C.* done or committed to the contrary, he the said *J. C.* on the day of the date hereof, and at the time of the sealing and delivery of these presents, is and standeth lawfully seised in his demesne of an absolute and indefeasible estate of inheritance in fee-simple, to the use of himself and his heirs of and in the said messuage, farms, lands, tenements, hereditaments and premises therein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, without any manner of condition, use, trust, power or limitation, to alter, change, make void or determine the same: And that the said *J. C.* (for and notwithstanding any such act, matter or thing by him done or committed to the contrary as aforesaid) doth and hath in himself full power, good right, true title, and lawful and absolute authority, to grant, release and convey all and singular the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted, released or conveyed with their and every of their rights, members and appurtenances, to the said *J. H.* his heirs and assigns, in manner and form aforesaid: And that he the said *J. H.* his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, peaceably and quietly hold, occupy, possess and enjoy the same messuages, farms, lands, tenements, hereditaments and premises, with the appurtenances, and every part and parcel thereof, and receive and take the rents, issues and profits of the same, to his and their own proper use and behoof, without lawful let, suit, trouble, denial, eviction, ejection, molestation, imprisonment, claim, demand or interruption, either in law or equity, of or by the said *J. C.* and the said *Anne* his wife, or either of them, or the heirs of the said *J. C.* or of or by any other persons whatsoever lawfully claiming or to claim by, from or under him or her, or by or through his or her act, means, estate, right, title, interest, consent or agreement in any wise howsoever: And that free and clear, and free and clearly acquitted and discharged, or otherways by the said *J. C.* his heirs, executors and administrators, or some of them, from time to time and at all times hereafter, kept harmless and indemnified, of and from all and all manner of former and other bargains, sales, leases, grants,

Proviso, that the premises shall be liable to the payment of a rent charge of 10 l. per ann. for ever.

Covenant, that the consor is seised of the premises in an absolute estate in fee-simple;

and hath full power to grant and convey the same.

Covenant for quiet enjoyment;

and that the premises are free from all incumbrances,

except a lease
of the premis-
ses.

Covenant to
make further
assurance, at
any time within
seven years.

grants, intails, annuities, arrearages of rents, dowers, title and titles of dower, the dower and thirds of the said *A. C.* statutes, judgments, recognizances, extents, fines, amerciaments, and of and from all other estates, titles, troubles, charges and incumbrances, acts, matters and things whatsoever, had, made, done, or wittingly or willingly committed or suffered by the said *J. C.* or by any other person or persons lawfully claiming by, from or under him, (the contract or agreement made by the said *J. C.* with the above named *J. A.* for a lease of such part of the premises as is now in his possession under the yearly rent of, &c. only excepted); And moreover, that he the said *J. C.* and *Anne* his wife, and the heirs of the said *J. C.* and all and every other person or persons having or lawfully claiming any estate, right, title or interest of, in or to the said messuages, farms, lands, tenements, hereditaments and premises, or any part or parcel thereof, from, by, or under him and her, or either of them, shall and will, from time to time, and at all times hereafter, for and during the term of seven years next ensuing the date of these presents, upon the reasonable request, made at the costs and charges, of the said *J. H.* his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such farther acts, matters and things, conveyances and assurances in the law whatsoever, for the further, better and more effectual conveying and assuring all and singular the premises herein before mentioned, or intended to be hereby granted, released or conveyed, with their and every of their rights, members and appurtenances, to the only proper use and behoof of the said *J. H.* his heirs and assigns for ever, as by the said *J. C.* his heirs or assigns, or his or their counsel learned in the law shall be reasonably advised or devised or required, so as such farther acts, conveyances and assurances, or any of them, do not contain any further or larger warranty or covenant on the part of the said *J. C.* and his heirs than are herein before contained, and as, for the doing thereof, the person or persons, who shall be required to make or do the same, be not compelled or compelled to travel above five miles from his or their place or places of dwelling or abode respectively. *In Witness, &c.*

A Lease for a Year, Tripartite, to precede a Release.

THIS Indenture Tripartite, made, &c. Between A. &c. of the first part, B and C. &c. of the second part, and D. and E. &c. of the third part, *Witnesseth*, that for and in consideration of 5 s. a-piece of lawful, &c. to the said A. B. and C. in hand, &c. by the said D. E. well and truly paid, the receipt whereof the said A. B. and C. do hereby acknowledge, and thereof, &c. the said A. and likewise the said B. and C. (at the request, and by and with the consent, direction and appointment, of the said A. testified by his signing and sealing these presents) Have, and each of them Hath granted, bargained and sold, and by these presents Do, &c. unto the said D. and E. their executors, administrators and assigns, All that, &c. (Vide Tit. *Parcels*) ; To have and to hold the said (manor, messuages, mill, closes, meadows, lands, tenements, hereditaments) and all and singular other the premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof (except before excepted) unto the said D. and E. their executors, administrators and assigns, from the ——— day of ——— (or from the day next before the day of the date of these presents) for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended ; *Helding and paying* therefore unto the said A. B. and C. and the heirs and assigns of the said A. the rent of one pepper-corn, at the feast of ——— next ensuing the date of these presents, if the same shall be lawfully demanded, *To the Intent* that by virtue of these presents, and of the statute for transferring uses into possession, the said D. and E. may be in the actual possession of the hereby bargained and sold premises, (or say, of the said ——— as in the habendum) and all and singular other the premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, and may be enabled to accept and take grant and release of the reversion and inheritance thereof to them and their heirs and assigns, *To* and for the only proper use and behoof of them the said D. and E. and of their heirs and assigns, for ever ; (or it may be thus) *To* such uses as shall be thereby declared. (a) *In Witness*, &c.

Parties.

Consideration.

Grant.

Parcels.

Habendum.

Riddendum.

Intent.

(a) Note ; if the release consist of more than two parts, and be to the use of more persons, then let the lessor and lessee for a year, both of them, seal so many leases as there are to be parts of the release, and then say, *In Witness* thereof all the parties to these presents have to each of these indentures set their hands and seals ; and the like for the release, or any other deed of more parts than two.

Leases and Releases:

In a Lease for a Year to precede a Release by way of Mortgage, say

——— *To the End*, intent and purpose, that by force and virtue of these presents, and of the statute made for transferring of uses into possession, he the said *H. J.* may be in the actual possession of all and singular the hereby bargained and sold premisses, and be thereby the better enabled to take and accept of a grant and release of the freehold of the same premisses, unto and to the use of the said *H. J.* his heirs and assigns, *during the lives of them the said E. A. the mother, and E. H. the daughter, and the life of the longest liver of them*, in such manner as in and by a certain indenture of release by way of mortgage, intended to bear date the day next after the date hereof, and made between the same parties as are to these presents, shall be mentioned, limited and expressed of and concerning the same. *In Witness, &c.*

A Lease for a Year to precede a Lease with two Grants.

THIS Indenture, made, &c. Between Sir *J. G.* of ——— bart. eldest son and heir of Sir *J. G.* late of ——— bart. deceased, and *F. A.* spinster, one of the daughters and coheirs of *R. A.* otherwise *B.* late of ——— esq. deceased, of the one part, and *E. M.* of ——— esq. and *H. G.* of ——— esq. of the other part, *Witnesseth*, that for and in consideration, &c. to the said *F. A.* in hand, &c. by the said *E. M.* and *H. G.* at, &c. the receipt, &c. the said *F. A.* hath bargained, &c. unto the said *E. M.* and *H. G.* their executors, &c. *All*, (the parcels released by Mrs. A.) and the reversion, &c. *To have*, &c. *Yielding*, &c. to such uses as shall be thereby declared: *And this Indenture further witnesseth*, that for and in consideration, &c. to the said Sir *J. G.* in hand, &c. by the said *E. M.* and *H. G.* at, &c. the receipt, &c. he the said Sir *J. G.* (party, &c.) hath, &c. bargained, &c. unto the said *E. M.* and *H. G.* their executors, &c. *All*, &c. (the parcels released by Sir *J. G.*) and the reversion, &c. *To have*, &c. (as before). *In witness.*

Release from three several Men and their Wives, Co-heirs at Law, of several Messuages, where each received their Proportion of the Consideration, with separate Covenants, and for leaving a Fine.

THIS Indenture *Quadruplicate*, made, &c. Between *A.* of ——— (who formerly married *E.* one of the daughters of *F.* late of ——— since deceased) and *G.* now the wife of the said *A.* of the first part, *A.* of ——— and *H.* his wife (which said *H.* is the only daughter and heir of the aforesaid *F.* also deceased) of the second part, *C.* of ——— and *D.* his wife, of the third part, and *D.* of ——— of the fourth part, *Witnesseth*.

that for and in consideration of the sum of — of lawful, &c. to him the said A. and G. his wife, and of the sum of — of like money to the said B. and H. his wife, and of the sum of — of like money to the said C. and K. his wife, in hand, &c. by the said D. well and truly paid, the receipt of which said several sums of — the said A. and G. his wife, B. and H. his wife, and C. and K. his wife, do respectively acknowledge, and of, and from, &c. they the said A. and G. his wife, B. and H. his wife, and C. and K. his wife, *Have*, and each and every of them *Have* granted, &c. and by, &c. *Do*, &c. fully and absolutely grant, &c. unto the said D. (in the actual possession, &c. by force and virtue of, &c. made by the said A. B. and C. for the consideration of 5 s. a-piece, by indenture bearing date. &c.) and to the heirs and assigns of the said D. for ever, *All* those messuages, &c. and the reversion, &c. and also all the estate, right, title, interest, parts, shares and purparts, inheritance, use, trust, possession, reversion, claim and demand whatsoever, in law and equity of them the said A. and G. his wife, B. and H. his wife, C. and K. his wife, and their and every of them, of, in, to, &c. together with all and singular deeds, &c. which are in the hands, &c. of the said A. B. and C. or any of them respectively, or any others in trust, &c. and true copies, &c. *To have and to hold*, &c. (as common): And the said A. for himself and the said G. his wife, and the said B. for himself, &c. (Covenant from all the vendors to levy a fine, to enure, &c. from A. and B. for themselves and wives, that they are seised of two third parts, and have power to grant; and that the vendee should peaceably enjoy, free from incumbrances; and that they will make further assurance; from C. for himself and wife, that they are seised of the other third part, have power to grant, quiet enjoyment, further assurance; from all the parties, that further assurance shall enure to the vendee, his heirs and assigns for ever. Vide Tit. Covenants.) *In Witness*, &c.

Release from three several Men and their Wives, where one was seised of a Moiety, and the other two of a Quarter Part each, of a Messuage.

THIS Indenture made, &c. Between A, of — and E his wife, B. of — and F. his wife, C. of — and G. his wife, of the one part, and D. of — of the other part, *Witnesseth*, that for and in consideration of the sum of 50 l. of lawful, &c. to the said A. and E. his wife, and of the sum of 25 l. of, &c. to the said B. and F. his wife, and of the sum of 25 l. of, &c. to the said C. and G. his wife severally in hand at, &c. by the said D. well and truly paid, the receipt, &c. they the said A. and E. his wife, B. and F. his wife, and C. and G. his wife, *Have*, and each of them *Have* granted, &c. and by, &c. *Do*, &c. unto the said D. (in the actual possession now being, &c. by force and virtue of, &c. by the said A. B. and C. by indenture bearing date. &c.) and to the heirs and assigns of the said D. for ever, their several parts, purparts and proportions herein after expressed of and in the messuage, or tenement and premisses herein after mentioned and granted, that is to say, the said A. and E. his wife, one full and equal moiety or half-part,

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half-part, the said B. and F. his wife, one full and equal quarter or fourth part, and the said C. and G. his wife one full and equal quarter or fourth part, and the said C. and G. his wife one other full and equal quarter or fourth part of and in all that messuage or tenement, &c. and the reversion, &c. and all and singular the rents, &c. reserved, due and payable upon any demise or lease made or granted of the said premises, or any part thereof; and also all the estate, &c. of the said A. and E. his wife, B. &c. or either, &c. together with all and singular deeds, &c. *To have and to hold the said several parts, purparts and proportions of and in the said messuage or tenement, and all and singular, &c. (Add a covenant for the vendors and their wives to levy a fine, or take bonds from the vendors that their wives shall not claim dower, &c. Vide Tit. Bonds. Covenant from A. B. and C. that they are each of them seised of his share, and have good right to convey; that the vendee shall peaceably enjoy, and that they and their wives will make further assurance for confirming the said shares, &c. Vide Tit. Covenants.) In Witness, &c.*

Release from an Aunt, Tenant for Life, and her several Nieces, as Co-heirs in Remainder expectant on her Decease.

THIS Indenture Tripartite made, &c. Between A. of — widow, of the first part, B. of — C. of — D. of — and E. his wife, and F. of — which said B. C. E. wife of the said D. and F. are daughters of G. late of — and H. his wife, deceased, which said H. wife of the said G. was one of the daughters of J. late of — deceased, and sister of the said A. of the second part, and K. of — of the third part. *Witnesseth*, that for and in consideration of the sum of — lawful, &c. to the said B. in hand, &c. by the said K. well and truly paid, the receipt, &c. and of the sum of 5 s. a-piece to them the said B. C. D. and E. his wife, and F. she the said A. and likewise the said B. C. D. and E. his wife and F. Have granted, &c. and by &c. Do, and each of them Doth grant, &c. unto the said K. (in the actual possession, &c. by virtue, &c. made by them the said A. B. C. D. and E. his wife, and F. for one whole year, in consideration of 5 s. a-piece of lawful, &c. to &c. by indenture Tripartite. bearing date, &c. and made between, &c. (as above and by force, &c.) and to the heirs and assigns of the said K. for ever, All that, &c. To have and to hold, &c. (as usual) And, &c. (Covenant from the vendors to levy a fine. From A. that she is lawfully seised to the use of herself and her heirs without any remainder, &c. and that she has a good right to convey; and that, K. may peaceably enjoy, free from incumbrances and lastly from the vendors, that they will make further assurance to the use of the purchaser. In Witness, &c.

From a Son and Heir and his Mother, with Directions for proper Covenants.

THIS Indenture, made, &c. *Between A. of ——— and B. of ——— widow, mother of the said A. of the one part, and C. of ——— of the other part, Witnesseth, that for and in consideration of the sum of ——— of lawful, &c. to the said A. and of 5 s. to the said B in hand, &c. the receipt, &c. he the said A. and the said B. Have granted, &c. unto the said C. (in his actual possession, &c.) and to the heirs and assigns of the said C. for ever, All that, &c. To have and to hold, &c. (Covenants from the son that he is lawfully seised, and hath good right, &c. and that the purchaser shall quietly enjoy, free from incumbrances; and that he and his heirs, &c. will make further assurance, to the use of the purchaser; and from the mother, that the purchaser shall peaceably enjoy,) In Witness, &c.*

Release from a Devisee of a Messuage, with Recitals and Directions for proper Covenants.

THIS Indenture, made, &c. *Between A. of, &c. one of the daughters and devisee, in and by the last will and testament of the said B. late of ——— deceased, of the one part, and C. of ——— of the other part, Witnesseth, that for and in consideration of, &c. she the said A. Hath granted, &c. unto, &c. (in the actual possession, &c.) All the messuage, &c. which said messuage, or tenement and premises, is one of the three messuages or tenements in ——— aforesaid, which were bought and purchased by D. late of ——— deceased, grandfather of the said A. of ——— &c. And whereas by indenture of lease and release, &c. and by fine and other assurance conveyed and assured unto or to the use of the said D. the grandfather; and which said messuage and premises herein before granted and sold, was by the said D. the grandfather, in and by his last will and testament, bearing date, &c. given and bequeathed unto his son the aforesaid B. and his heirs and assigns for ever; and was by the said B the son, by his last will and testament, bearing date, &c. given and bequeathed unto the said A. his daughter, her heirs and assigns for ever, and the reversion, &c. and all the estate, &c. by force, virtue or means of the said last will and testament of the said B. her late father deceased, or by any other ways or means, right or title whatsoever or howsoever, together with all deeds, &c. To have and to hold, &c. (Add warranties; covenants to levy a fine; lawfully seised; good right to grant; peaceable enjoyment; free from incumbrances; for further assurance.) In Witness, &c.*

A Release

A Release from a Husband and Wife, of the Wife's Estate, to a Husband and Wife, and the Survivor of them, and the Heirs of the Husband.

THIS Indenture, made, &c. Between A. of ——— and B. his wife (the surviving daughter and heir of C. late of ——— deceased, who was one of the sons and devisee, in and by the last will and testament of D. late of ——— deceased) of the one part, and E. of ——— and F. his wife, of the other part *Witnesseith*, that for and in consideration of ——— to the said A. and B. his wife in hand, at, &c. by the said E. and F. his wife, well, &c. the receipt, &c. they the said A. and B. his wife *Have*, and each of them *Have* granted, &c. and by, &c. unto the said E. and F. his wife, (in their actual possession, &c. by virtue, &c. by the said A. and B. his wife, &c.) and to the heirs and assigns of the said E. for ever, *All* that, &c. [which said messuage or tenement and premisses were (amongst other things) bought and purchased of, and were conveyed to the aforesaid D. since deceased, and his heirs, by ——— by indenture of lease and release, the lease bearing date ——— and the release the ——— and were by the said D. deceased, in and by his last will and testament in writing, bearing date the ———, given and bequeathed to his son the said C. and his heirs for ever] and the reversion, &c. *To have and to hold* the said ——— unto the said E. and F. his wife, and the longer liver of them, and to the heirs and assigns of the said E. for ever. (*Covenants from A. for himself and wife to E. and his wife, and to the heirs and assigns of E. that they will levy a fine to the use of E. and F. and the longer liver, and of the heirs and assigns of E. for ever; that they are seised in fee, and have power to grant; and that they shall peaceably enjoy, free from incumbrances; and lastly, that A. and B. will make further assurance. Vide Tit. Covenants.*) *In witness, &c.*

Lease and Release by Indorsement on Indentures of Lease and Release, whereby an Infant Heir of one of the two Co-heirs of a Trustee, by Virtue of the Act of 7th of Queen Anne, and upon a Petition to his Honor, and in pursuance of his Order, Master's Report and subsequent Order, conveys Trust Premises to a Trustee for the Purchaser, and upon other Trusts, &c.

Lease, for a Year.

TO all Persons to whom, &c. T. D. esq; (grandson and heir of the within named dame E. D. deceased) sendeth greeting, *Know ye*, that for and in consideration of the sum of 5 s. of, &c.

the said *T. D.* in hand paid by the within named *B. P.* at, &c. the receipt, &c. the said *T. D.* Hath bargained and sold, And by these presents Doth bargain and sell unto the said *B. P.* All and singular the messuages, &c. (as in the following release, changing the words as granted and released, to bargained and sold to) and all the estate, &c. To have and to hold, &c. (as in habendum of release) unto the said *B. P.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore the rent of one pepper-corn only on the last day of the said year, if the same shall be lawfully demanded, To the end, intent and purpose, that by force and virtue of these presents, and of the statute for transferring of uses into possession, the said *B. P.* may be in the actual possession of all and singular the hereby bargained and sold messuages, lands, hereditaments and premises, with their appurtenances, and may be thereby the better enabled to accept and take grant and release of the reversion and inheritance thereof, unto and to the use of him the said *B. P.* and his heirs. In Witness whereof the said *T. D.* hath hereunto set his hand and seal this ——— day of ——— &c.

The Release.

TO all Persons to whom, &c. *T. D.* esq; (grandson and heir of the within named dame *E. D.*) sendeth greeting. Whereas by an order made by the right honourable the master of the rolls, on or about the 28th day of July last past, in a certain cause then there depending between Sir *J. H.* bart. an infant, by his next friend, plaintiff, and *E. P.* esq; (party to the within written indenture) and others, defendants, setting forth, that by a petition presented to his Honor by the said *E. P.* the within recited indentures of the 11th and 12th of August 1699, whereby several manors, lands and hereditaments in the county of ——— were by the within named Sir *J. H.* the plaintiff's grandfather, and ——— deceased, therein named, conveyed unto and to the use of the within named *T. H.* and his heirs, To the use of the said Sir *J. H.* grandfather for his life, and afterwards (amongst other trusts therein expressed) that the said *T. H.* and his heirs should raise out of the said estate so much money as should be sufficient to pay the same Sir *J.*'s debts; and after setting forth the within recited decree of the 7th of January in the 12th year of the reign of, &c. whereby it was ordered, that so much of the said estate, as was sufficient to pay the debts of the said Sir *J.* the grandfather, should be sold to the best bidder, to be allowed of by a master therein, and that all parties should join in the said sale, as the said master should direct; and after setting forth the within recited master's report of the 10th of July 1727, wherein the petitioner's Note; the above named dame *E. D.* (among a great many others) was reported the best purchaser of part of the estate in the said report mentioned, (amongst other things) for the use of ——— and that the said report was afterwards absolutely confirmed,

As to the petition and several other proceedings in chancery recited therein.

party to this indenture of release, but died before the executing thereof by some of the other parties.

Prayer of petition and order thereon.

As to the master's report thereof.

As to the subsequent order for the infant's conveying.

Consideration.

Grant.
Lease.

firm, and that the said Sir *J. H.* the grandfather, *T. H.* and *E. P.* the father, were since dead; and that the within mentioned lease for a year, and the within written indenture of release thereto, and on which this indorsement made could not be executed by all the parties thereto, for conveying of the within mentioned premises to the several uses by the same indenture of release limited of and concerning the same, the within named dame *E. D.* (one of the sisters and coheirs of the said *T. H.*) being lately dead, leaving *T. D.* her grandson and heir, an infant of about 14 years of age, whereby the within mentioned trust estate was become vested in the said *T. D.* the infant, and the within named *F. H.* and their heirs, (as the coheirs at law of the said *T. H.*) to the uses mentioned in the said indenture of release of the 12th of *August* 1709, and that in regard the said *T. D.* was an infant, and by reason thereof could not join in any conveyance of the said estate without the direction of the said court for that purpose, *It was therefore prayed* by the said petitioner *E. P.* and his Honor did thereby accordingly order the same to be referred to the within Mr. *K.* one of the masters of the said court to examine and certify whether the said *T. D.* the infant was a trustee within the true meaning of the act of parliament of the 7th of the late Queen *Anne*, [intituled, an act to enable infants who were seised or possessed of estates in fee, in trust, or by way of mortgage, to make conveyance of such estates], and after the master's report made, such further order should be made thereon as should be just: *And whereas* the said master, in pursuance of the said order of the 28th of *July* last, by his report dated ——— now last past, (setting forth the last mentioned order) did thereby (among other things) certify that the said trust-estate in *I.* aforesaid (being the premises by the within written indenture ordered to be conveyed) was vested in the said *T. D.* the infant, and the said *E. H.* and their heirs, (as the coheirs of the said *T. H.*) and that the said *T. D.* the infant was a trustee within the intent and meaning of the act of parliament of the 7th year of the late queen *Anne*, in the same order mentioned: *And whereas* by a subsequent order made in the said court, on or about the 31st day of *January* last past, (setting forth the said order of the 28th of *July* last, and the said master's report in pursuance thereof, dated the said ——— last;) and the said report being then read, his Honor did order, that the said *T. D.* the infant should, in pursuance of the said act of parliament, join in the conveying of the premises, in the said master's report mentioned, unto the said *E. P.* as in and by the herein above in part recited orders and report, duly entered and filed in the said court of chancery, relation, &c. *Now know ye*, and these indorsed presents witness, that by force and virtue of the above mentioned act of parliament, and in pursuance and in obedience to the last above recited orders, and for and in consideration of the sum of 100. of lawful money of *Great Britain*, to the said *T. D.* in hand paid by the within named *B. P.* at or before the executing hereof, the receipt whereof is by him hereby acknowledged, *He* the said *T. D.* *Has* granted, bargained, sold, released and confirmed, *And* by these presents *Doth* grant, &c. unto the said *B. P.* (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *T. D.* for one year, in consideration of the sum of 5 s. of lawful money, by an indorsement written upon the back of the within mentioned bargain and sale for a year, bearing date the day next before the date of the within

written

written indenture of release, the same indorsement bearing date the day next before the day of the date hereof, and executed before the execution hereof, and by force of the statute for transferring of uses into possession) and to his heirs, *All* and singular the within mentioned messuages or tenements, farms, lands, hereditaments and premises, which Premises. in and by the within written indenture were or are therein mentioned to be granted, bargained, sold, released and confirmed, with their and every of their respective appurtenances, and the reversion, &c. and all the estate, &c. *To have and to hold* the said several messuages or tenements, farms, lands, hereditaments, and all and singular other the premises herein before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said B. P. his heirs and assigns, *To*, for, and upon the several uses, trusts, intents and purposes, *And subject* to the proviso or power in the within indenture mentioned, limited, expressed and declared, of and concerning the same. *In Witness* whereof the said T. D. hath hereunto set his hand and seal this ——— day of ——— in the year of our Lord, &c. Habendum. Use.

Another upon a Purchase, wherein two Trustees' Names are made use of.

WHEREAS the names of them the said B. S. and J. T. used in the within written indenture of release, and in the within mentioned bargain and sale for one year, were and are therein so used and by the special nomination and appointment of A. B. of, &c. and in trust for her and her heirs only, and the several and respective sums of 600, 300, and 300 l. (amounting in the whole to the sum of 1200 l.) within mentioned to be by the said B. S. and J. T. paid for the purchase of the moiety of the within mentioned messuages, lands, tenements, hereditaments and premises, was not their proper money, but the same was and is the proper money of her the said ——— and by her truly paid, and previous to and before the conveying of the said premises to them the said B. S. and J. T. it was by them agreed, that the same should be by them reconveyed to her the said ——— in such manner as herein after is mentioned: *Now know ye*, and these indorsed presents witness, that in pursuance and performance of the said recited agreements, and in the discharge of the trust so reposed in them as aforesaid, and also for and in consideration of the sum of 10 s. 2-piece of, &c. to them the said B. S. and J. T. in hand, &c. the said ——— at, &c. the receipt, &c. and for divers, &c. *They* the said B. S. and J. T. now, and each of them *Have* bargained, sold, aliened, remised, released and confirmed, and by these presents *Do*, and each of them *Doth* bargain, sell, remise, release and confirm unto the said ——— (in her full possession, &c. as in the preceding indorsement) and to her heirs, that the within mentioned moiety, or one full half part of and in all the said messuages, &c. which in and by the within indenture were there- by bargained and sold unto them the said B. S. and J. T. or meant, mentioned

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tioned or intended so to be, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. To have and to hold the said moiety of the said messuages, &c. with their and every of their appurtenances, unto the said ——— to the only use and behoof of the said ——— her heirs and assigns for ever; And the said B. S. and J. T. each separately and apart, for himself, his heirs, executors and administrators, and for his own acts only, and not jointly, or one for the other, or the acts of the other, do hereby promise, covenant and agree, to and with the said ——— her heirs and assigns, by these presents, that they the said B. S. and J. T. or either of them, Have not, nor Haith at any time heretofore made, done, committed, or willingly suffered any act, matter or thing whatsoever, whereby, or by means whereof the hereby released hereditaments and premises, or any part thereof, are, is, or shall be any ways impeached, charged or incumbered in title, charge or estate, or otherwise howsoever. In Witness whereof they the said B. S. and J. T. have hereunto set their hands and seal this ——— day of, &c.

Of a Freehold Estate to make a Tenant to a Precipe, with their Directions for inserting a Covenant to suffer a Recovery, and a Declaration of the Uses, &c.

THIS Indenture of six parts, made, &c. Between J. A. of, &c. gent. son and heir of R. A. late of, &c. gent. deceased, who was nephew and devisee of T. R. late of, &c. esq; deceased, of the first part, Sir B. A. of, &c. bart. surviving trustee of a term of 100 years (in an undivided third part of the manor, lands and hereditaments hereafter mentioned, intended to be hereby extinguished,) of the second part, R. R. late of, &c. and of D. in the county of, &c. clerk, and B. C. of, &c. clerk, devisees in the last will and testament and codicils of T. G. late of, &c. gent. deceased, who survived E. G. of, &c. (being both named trustees of the inheritance) of the third part, S. M. of, &c. widow, of the fourth part, S. R. of, &c. esq; and S. S. of, &c. esq; of the fifth part, and W. E. of, &c. gent. of the sixth part, *Witnesseth*, that for and in consideration of the sum of 110 l. of lawful &c. to the said J. A. and the sum of 110 l. of, &c. to the said S. M. (by the direction and for the proper debt of the said J. A. in hand, &c. paid by the said S. R. at, &c. making together the sum of 220 l. being for the complete purchase of an absolute inheritance in fee-simple, and in the manor, lands and hereditaments herein after limited, in and to the said S. R. and S. S. subsequent to the intended recovery hereafter mentioned: the several receipts whereof they the said J. A. and S. M. do hereby severally acknowledge accordingly, and thereof, and of every part and parcel thereof, do by these presents severally accept, &c. the said S. R. his heirs, executors and assigns, and every of them, and also in consideration of 10 s. a piece of like money to the said J. Sir B. A. R. R. and B. G. respectively in hand likewise paid by the said S.

S. R. and S. S. at, &c. the receipt and receipts whereof, &c. and for barring, cutting off and destroying all and all manner of estate and estates-tail, remainders and reversions of and in the manor, &c. herein after mentioned, and for granting, settling and assuring of the same, to and for the uses, intents and purposes herein after mentioned, The said J. A. and also by his direction and appointment, and with the consent of the said S. M. testified by their being parties to and sealing and delivering of these presents, the said Sir B. A. R. R. and B. G. Have granted, bargained and sold, released and confirmed, and by these presents the said J. A. Sir B. A. R. R. and B. G. and each and every of them Doth grant, &c. unto the said S. R. and S. S. (in their actual possession, &c.) and to their heirs and assigns, All that, &c. And the said J. A. for himself and his heirs, doth hereby grant to the said S. R. and S. S. and their heirs, All deeds, evidences and writings touching or concerning the premises or any part thereof, which be the said J. A. hath or can come by without suit in law or equity; To have and to hold the said manor, &c. and all and singular other the premises herein before granted, released and confirmed, or meant, &c. with their and every of their appurtenances, unto the said S. R. and S. S. their heirs and assigns, To the Use and behoof of the said S. R. and S. S. their heirs and assigns for ever, To the Intent to make them the said S. R. and S. S. perfect tenants to the freehold of and in the premises, against whom a common recovery may be had and suffered as herein after is mentioned; And for that purpose it is covenanted, declared and agreed, by and between all the said parties to these presents, that, &c. (A recovery may be suffered, vid. tit. Covenant; and for the declaration of the uses vid. tit. Declaration. Covenant from J. A. and that he, Sir B. A. R. R. and B. G. or one of them, is lawfully seised; and have power to release; that the premises, after the recovery suffered, shall remain to the use of S. R. and S. S. free from incumbrances; for further assurance; from Sir B. A. R. R. and B. G. he has not done any act to incumber the premises; the like from R. R. and B. G. Vid. tit. Covenants.) In Witness, &c.

Indentures of Lease and Release, for levying a Fine and suffering a Recovery.

THIS Indenture of four parts, made, &c. Between C. M. of, &c. and R. his wife, late one of the four, and now one of two (surviving) nieces of Sir W. M. deceased, late of, &c. named in his last will and testament, of the first part, J. D. of, &c. of the second part, J. H. of, &c. of the third part, and S. W. of, &c. spinster of the fourth part. Whereas by virtue of the last will and testament of the said Sir W. M. she the said C. M. became intitled to one fourth part of the messuages, lands, tenements,

ments, rents and hereditaments herein after mentioned, for the term of her life, with remainder to her first and other sons in tail, with other remainders over, and by virtue of the said will, and by the death of *M.* late wife of the said *J. L.* without issue, she the said *R. M.* is become seised of and intituled unto an eighth part or a moiety of a fourth part of the said messuages, lands, tenements, rents and hereditaments, to the use of the said *R. M.* and the heirs of her body, with remainders over: *And whereas*, by certain indentures bearing date the day next before the day of the date of these presents, the said *C. M.* and *R.* his wife, have granted and demised to the said *S. W.* the hereditaments herein after mentioned to be hereby granted and released: to hold unto the said *S. W.* her executors and assigns, from the day next before the day of the date thereof, for the term of 1000 years, at the yearly rent of a pepper-corn, with a proviso for redemption of the same, as in the same indenture is mentioned: *Now this Indenture witnesseth*, that for and in consideration of the sum of 5 *s.* a-piece of good, &c. to the said *C. M.* and *R.* his wife, in hand at, &c. well and truly paid by the said *J. L.* the receipt, &c. the said *C. M.* and *R.* his wife do hereby respectively acknowledge, *And for barring*, docking and destroying all estates-tail, reversions and remainders thereon depending, of and in all and singular the hereditaments herein after mentioned to be hereby granted and released, and for strengthening corroborating and confirming the before recited term of 1000 years and for settling and assuring the said hereditaments and premises to and for such use and uses, estate and estates, intents and purposes as is and are herein after mentioned, expressed and declared of and concerning the same, *They* the said *C. M.* and *R.* his wife *Have*, and each of them *Has* granted, bargained, sold, released and confirmed, and by these presents *Do*, and each of them *Doth* grant, &c. unto the said *J. L.* (in his actual possession, &c.) and to his heirs *All* that moiety or half part of and in one full fourth part or share of and in, &c. *To have and to hold* the said several and respective parts and shares of the said messuages, &c. and all other the premises by these presents granted and released, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said *J. L.* his heirs and assigns, *To the Use* and behoof of the said *J. L.* his heirs and assigns, *To the Intent* and purpose, that as well by virtue of these presents as of the fines agreed to be levied as herein after mentioned, the said *J. L.* may become a good and perfect tenant of the immediate freehold and inheritance of all and singular the before mentioned premises, against whom common recoveries may be lawfully executed and perfected, as herein after is mentioned: *And for the better* and further conveying and assuring the said several and respective parts and shares of the said messuages, lands, tenements, rents and hereditaments, and all other the premises unto the said *J. L.* and his heirs, to the same intent and purpose as aforesaid, it is hereby agreed by and between all the said parties to these presents, that the said *C. M.* and *R.* his wife, shall and will, before the end of *Easter* term next ensuing the day of the date of these presents, or as soon after as may be, in due form of law, acknowledge and levy fines *sur conuizance de droits come cove*, before his majesty's justices of the court of common pleas at *Westminster* with proclamations in such case used and accustomed, unto the said

Fines,

and recovery,

I Fine.

L. and his heirs, of the said hereby granted and released, or mentioned to be hereby granted and released parts and shares, hereditaments and premisses, by such apt and convenient name and names, quantities, qualities, descriptions, and number of messuages, lands and things, as by the said J. L. his heirs or assigns, his or their counsel learned in the law, shall be reasonably devised, advised or required: which fines, and all and every fine and fines heretofore had, levied or acknowledged, or hereafter to be had, levied or acknowledged, of the said several and respective parts and shares of the said messuages, tenements, rents and hereditaments, and all other the premisses, or any part thereof, either alone or together with any other messuage or messuages, lands, tenements or hereditaments, or parts or shares, or part or share of such messuages, lands, tenements or hereditaments, by and between the said parties to these presents, or any of them, either alone or together with any other person or persons, shall be and enure, and shall be construed and expounded, adjudged, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the said parties to these presents to be and enure, *To the Use* and behoof of the said J. L. and his heirs, *To the Intent* to strengthen, corroborate and confirm the estate hereby granted and released, or intended to be hereby granted and released to the said J. L. and his heirs, and to make him a perfect and lawful tenant of the freehold and inheritance of the said several and respective parts and shares of all and singular the said premisses hereby granted and released, or mentioned to be hereby granted and released, so that good and perfect recoveries may be had and perfected against him for the same; *And* Recovery. for that intent and purpose it is hereby agreed by and between all the parties to these presents, that before the end of *Easter* term next ensuing the day of the date hereof, or as soon after as may be, it shall and may be lawful to and for the said J. H. to sue forth and prosecute out of his majesty's court of chancery, writs of entry *sur disseisin en le post*, returnable and to be returned before his majesty's justices of the court of common pleas at *Westminster*, thereby demanding by apt and convenient names, quantities, qualities and descriptions, the said several and respective parts and shares of all and singular the premisses, with their and every of their appurtenances, against the said J. L. to which said writs of entry he the said J. L. shall appear *gratis* either in his own proper person, or by his attorney or attornies in that behalf lawfully authorised, and shall vouch to warranty the said C. M. and R. his wife, who shall appear *gratis* in their own proper persons, or by their attorney in that behalf lawfully authorised, and shall enter into warranty the common vouchee of the same court, who shall also appear, and after imparlance, shall make default so as judgment shall and may be had and given thereupon, for the said J. H. to recover the said several and respective parts and shares of the said premisses against the said J. L. and for him to recover in value against the said C. M. and R. his wife, and for them to recover in value against the said common vouchee, and such further proceedings shall be had therein that good and perfect common recoveries may be had and prosecuted, executed and perfected, in and upon the said writs of entry in all things, according to the usual course and form of common recoveries for assurance of land in such cases used; *And it Usa.* hereby covenanted, concluded, declared and agreed, by and between all

all and every the said parties to these presents, for themselves and their heirs, that from and immediately after the suffering and perfecting the said common recoveries as aforesaid, as well these presents and the assurance and assurances hereby made, as also the said recoveries so as aforesaid, or any other manner, or at any other time or times suffered, or to be suffered, and all and every other common recovery or recoveries, fine or fines, conveyance and conveyances, assurance and assurances in the law whatsoever, heretofore had, made, levied, executed or suffered, or hereafter to be had, made levied, executed or suffered, of the said hereditaments and premises, or any part or parts thereof, either alone or together with any other messuages, lands, tenements or hereditaments, or any part or share, or parts or shares thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is or shall be party or parties, privy or privies, either with or without any other person or persons, shall be and enure, and shall be construed, adjudged, expounded, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared, by all the said parties to these presents, to be and enure, and the recoveror or recoverors in such recovery or recoveries named or to be named, and his and their heirs, and all and every other person and persons whatsoever, shall stand and be seised of the said several and respective parts and shares of the said messuages, tenements, rents, hereditaments, and all and singular other the said premises mentioned to be hereby granted and released, and every part and parcel thereof, to the proper use and behoof of the said *S. W.* his executors, administrators and assigns, for and during the said term of 1000 years, without impeachment of waste; and for the better strengthening, corroborating and confirming the same term, and immediately from and after the end or other sooner determination of the same term of 1000 years and subject thereto, and as the same shall end and determine, then *To the Use* and behoof of the said *C. M.* and *R.* his wife, and the survivor of them, for and during their natural lives, and the life of the survivor of them; and immediately from and after the decease of such person and persons, then to and for such estates, intents and purposes as the said *R. M.* notwithstanding her coverture, by any deed, will or writing to be signed and sealed by her the said *R. M.* in the presence of two or more credible witnesses, shall direct and appoint, and in the mean time, and until and in default of such direction and appointment, *To the Use* and behoof of *R. M.* and *P. M.* (daughters of the said *C. M.* and *R. M.* (parties to these presents) equally, and share and share alike, as tenants in common, and not as jointenants and of the heirs of the respective bodies of the said *R. M.* the daughter, and *P. M.* lawfully to be begotten; And if either of them the said *R. M.* the daughter, and *P. M.* shall happen to depart this life without issue of her body lawfully to be begotten; then as to the part or share of such daughter so dying without issue, *To the Use* of the other of the said daughters, and the heirs of her body lawfully to be begotten; and upon the failure or default of issue of the bodies of both the said *R. M.* the daughter, and *P. M.* then *To the Use* of *J. M.* son of the said *C. M.* and *R.* his wife, and the heir of the said *J. M.* lawfully to be begotten; and for default of such issue, then *To the Use* of the heirs of the body of the said *R. M.* party hereinbefore named.

lawful

lawfully begotten or to be begotten; and for default of such issue, then To the Use of W. W. son of W. W. deceased, (which said W. W. the father, was the uncle of the said R. M. party hereunto) and the heirs of the said W. W. the son. In Witness, &c.

Release from a Husband and Wife and their Trustees, to two Joint Purchasers of a Manor, &c. in consideration of Mortgage Money paid off by the Purchasers, &c.

THIS Indenture of three parts, made, &c. Between A. (the husband of, &c. and F. his wife, of the first part, B. and C. &c. (the trustees) of the second part, and D. and E. of, &c. (the purchasers) of the third part, Witnesseth, that for and in consideration, &c. (of mortgage monies paid off by the purchasers, by the direction of the husband and trustees) in full of the several principal sums of money and interest due on the respective indentures of mortgage herein after mentioned and expressed, made of several parts or parcels of the messuages, &c. hereafter in and by these presents granted and conveyed for several terms of years, the residue of which said respective terms of years are assigned, or intended to be assigned in trust for the said D. and E. their heirs and assigns; and in consideration of the further sum of ——— to the said A. in hand, &c. by the said D. and E. likewise truly paid, which said several sums of ——— and ——— make up and amount together to the sum of ——— being the full sum of money agreed to be paid by the said D. and E. for the absolute purchase of the manor, &c. herein after mentioned or intended to be granted, released and confirmed, and the fee-simple and inheritance thereof, the receipt, &c. in consideration of 5 s. a-piece of like money to the said B. and C. in hand, &c. by the said D. and E. well and truly paid, the receipt whereof they do also acknowledge; The said A. and A. and likewise the said B. and C. (at the request and by the direction and appointment of the said A. testified by his being a party to, and signing and sealing these presents) Have, and each of them Hath granted, bargained, aliened, infeoffed, released and confirmed, and by these presents doth, and each of them Doth, fully and absolutely grant, &c. unto the said D. and E. (in the actual possession now being, of the manor, &c. herein after mentioned, or intended to be granted, released and confirmed, by virtue of a bargain and sale to them thereof made by the said A. B. and C. in consideration of 5 s. a-piece, by indenture bearing date, &c. for one whole year, commencing from the ——— of ——— and by force of the statute, &c.) and to the heirs and assigns of the said D. and E. for ever. All that the manor, &c. (as in tit. Parcels) and the reversion, &c. and all the estate, &c. together with all deeds, &c. (as in tit. Parcels); To have and to hold the said manor, &c. and all and singular other the premises herein before

before mentioned intended to be hereby granted, released and confirmed, with their and every of their appurtenances, and every part and parcel thereof, unto the said *D.* and *E.* their heirs and assigns for ever, to and for the only proper use and behoof of the said *D.* and *E.* and of their heirs and assigns for ever; (*Covenant from the vendor and wife and their trustees, to levy a fine to the uses of the vendor, their heirs and assigns; from the husband that he, the trustees, or one of them, is seised in fee, and have power to grant, &c. and that the purchasers shall quietly enjoy, free from incumbrances; for further assurance, and that the further assurance shall enure to the purchaser; also a covenant from each trustee that he has not incumbered, see vit. Covenant.*) In Witness, &c.

A Conveyance by Lease and Release from a Mortgagor and his Mortgagees, to the Lord A. and his Trustee, of an Estate mortgaged in Fee, &c.

Recitals, viz.

The mortgagee in fee.

Subject to redemption, &c.

A further sum of 500*l.* lent, for securing whereof,

THIS Indenture Tripartite, &c. Between Sir *J. M.* of, Vendor, and dame *P.* his wife of the first part, *W. F. merchant, W. D. gent. and T. R. gent.* (three of the executors of the last will and testament of *W. T. esq;* deceased) mortgagees, of the second part, and the right honourable *J. Lord A. (purchaser)* baron of *A.* in the county of *S.* and *M. N. of London, esq;* (a person nominated by and in trust for the said *J. Lord A.*) of the third part. *Whereas* by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release bearing date the 27th of, &c. and made, &c. between the said *Sir J. M.* of the one part, and the said *W. F. W. D. and T. R.* of the other part, in consideration of the sum of 2000*l.* paid to the said *Sir J. M.* as therein is mentioned. The capital messuage therein and herein after mentioned, and several closes of pasture, arable land, meadow ground, tithes and hereditaments therein and herein after particularly mentioned, were conveyed by way of mortgage, unto the use of the said *W. F. W. D. and T. R.* their heirs and assigns, subject nevertheless to a proviso on condition in the same indenture of release contained for re-conveying the said capital messuage, closes, lands, tithes and hereditaments thereby conveyed as aforesaid unto the said *Sir J. M.* his heirs and assigns, upon payment by the said *W. F. W. D. and T. R.* of the sum of — on certain day therein mentioned for payment thereof, and long since past: *Whereas* by indenture bearing date the third day of, &c. and made mentioned to be made between the said *Sir J. M.* of the one part, the said *W. F. W. D. and T. R.* of the other part, (reciting the said indentures of lease and release) the said *Sir J. M.* in consideration of the further sum of 500*l.* (over and above the principal of 2000*l.* mentioned to be the consideration in the said indentures

release) to him paid as therein is mentioned, *did* release unto the Release of the
W. F. W. D. and *T. R.* the said proviso in the said indenture of proviso in first
lease contained, and *did* ratify and confirm the said capital messuage, indenture, and
houses, lands, tithes, tenements and hereditaments, with the appurte- ratification of
ances, unto and to the said *W. F. W. D.* and *T. R.* their heirs and premisses to
ings, freed and discharged from all provisos and agreements, for or mortgagees, &c.
cerning the redemption or reconveying of the said capital messuage,
es and hereditaments to the said Sir *J. M.* his heirs and assigns,
er than the covenants and agreements therein after mentioned), and
the said indenture of the third of December 17 — is contained a Discharged of
viso, and the said *W. F. W. D.* and *T. R.* *did* thereby covenant, provisos, &c.
that upon payment to them of 2562 l. 10s. by the said Sir *J. M.*
ertain days therein mentioned and now past, they the said *W. F.*
D. and *T. R.* would re-convey the estates and interest in the said Covenant for
al messuage, closes, lands, tithes, tenements and hereditaments, mortgagees to
e said Sir *J. M.* his heirs or assigns, or to such person or persons re-convey on
e and they should direct, as in and by the before in part recited in payment of
ures, relation being thereunto respectively had, more at large may principal and
r: *And whereas* there is now due unto the said *W. F. W. D.* and Money due to
R. upon or by virtue of the before recited securities made to them mortgagees for
principal and interest, the sum of 2870 l. *And whereas* the said *J.* principal and
A. hath contracted and agreed with the said Sir *J. M.* for interest.
absolute purchase of the said capital messuage, closes, lands, Purchase.
, tenements and hereditaments, at and for the sum of 5000 l. Contract.
this Indenture witnesseth, that for and in consideration of the said Considerations
of 2870 l. of, &c. to the said *W. F. W. D.* and *T. R.* in hand
by *J. Lord A.* (by the direction of the said Sir *J. M.* testified by Part to mort-
ing a party to, and signing and sealing of these presents) in full of gagees in full,
principal and interest monies due unto them, upon or by virtue of the &c.
securities, or by virtue of any other securities made of the said ca-
messuage, closes, lands, tithes and tenements herein after mention-
And for and in consideration of the sum of 2130 l. of like lawful Residue to
to the said Sir *J. M.* in hand paid by the said *J. Lord A.* at vendor,
ore the sealing and delivery of these presents, the several and res-
receipts of which said several sums of 2870 l. and 2130 l.
g together the said sum of 5000 l. purchase monies) the said *W.*
D. and *T. R.* and *J. M.* do hereby respectively acknow-
and thereof and therefrom do respectively acquit, release
charge the said *J. Lord A.* his heirs, executors, administrators
ings, by these presents; Which said sum of 5000 l. is hereby de in full for pur-
to be in full for the absolute purchase of the capital messuage, chase, &c.
lands, tithes, tenements and hereditaments herein after menti-
and intended to be hereby granted and released, And is the same The same confi-
5000 l. mentioned as the consideration money in one indenture deration as in a
an and sale, bearing even date with these presents, and made deed, to be in-
the same parties as are to these presents, and intended to be rolled 10s. paid
in her majesty's high court of chancery; And also for and in by his lordship
ration of the sum of 10s. of like lawful money to the said Sir and his trustee.
W. F. W. D. and *T. R.* in hand paid by the said *J. Lord A.*
N. the receipt whereof is by them hereby likewise acknow-
he the said Sir *J. M.* (at the request of the said *J. Lord A.*
by his being a party to and executing of these presents) *Huth* Grant from
granted, vendor.

- granted, bargained, sold, aliened, released and confirmed, and by these presents *Doth* grant, bargain, sell, alien, release and confirm, and at the like request, testified as aforesaid, and by the direction and appointment of the said Sir *J. M.* (testified also by his being a party to, and signing and sealing of these presents) the said *W. F. W. D.* and *T. R. Have* and each and every of them *Hath* bargained, sold, released and confirmed, and by these presents *Do*, and each and every of them *Doth* bargain, sell, release and confirm unto the said *J. Lord A. and M. N.* (in their actual possession now being by virtue of bargain and sale to them thereof made by the said Sir *J. M. W. F. D.* and *T. C.* for one year, in consideration of 5*s.* of lawful money, by indenture bearing date the day next before the day of the date of these presents, and made between the said Sir *J. M. M. F. W. D.* and *T. R.* of the one part, and the said *J. Lord A. and M. N.* of the other part, and by force of the statute made for transferring of use into possession) and their heirs, *All* that capital messuage, together with all ways, waters, &c. and all other the messuages, lands, tithes, tenements and hereditaments whatsoever of him the said Sir *J. M.* or of the said *W. F. W. D.* and *T. R.* as mortgagees of the said Sir *J. M.* or of any other person or persons in trust for the said Sir *J. M.* or whereof or wherein he hath any estate in law or equity or any equity of redemption, situate, lying, &c. and the reversions &c. and also all the estate, &c. and all deeds, &c. *To have and hold* the said capital messuage, &c. and all and singular other the premises herein before mentioned and intended to be hereby granted and released, with their and every of their appurtenances, unto the said *J. Lord A. and M. N.* their heirs and assigns, *To the Use of* the said *J. Lord A. and M. N.* their heirs and assigns for ever; *Trust nevertheless*, as to the estate of the said *M. N.* and his heirs to and for the only use and benefit of the said *J. Lord A. and M. N.* their heirs; *And, &c.* (Covenant from Sir *J.* that he and his lady *do* levy a fine; declaration to be had to the use of himself and his heirs in trust as to the estate of *M. N.* for the only use of the said *Lord A. and M. N.* Sir *J.* covenants; lawfully seized; good right; quiet enjoyment; from incumbrances, except the recited securities; a lease, &c. further assurance, except such persons as may claim under the lease, excepted. *Witness*, &c.
- Release from the mortgagees.**
- Lease for years, &c.**
- Parcels.**
- General words of all messuages, &c. of Sir J. and his mortgagees in possession of A. and B. in, &c.**
- Reversion, &c.**
- and all deeds, &c.
- Habendum.**
- As to the estate to trustee, &c. in trust for his lordship.

A Release and Confirmation of Lands from a Mortgagor with the Assent of the Mortgagor (he having paid off the Mortgage Money) to a Purchaser, in pursuance of a Decree in Chancery.

THIS Indenture, made, &c. Between E. B. (the mortgagee) of, &c. of the first part, the reverend R. L. of, &c. and L. his wife, (the mortgagors) of the second part, and the right honourable E. earl of, &c. and ——— executors and trustees named in the last will and testament of the most noble J. duke of, &c. deceased, of the third part. Whereas, &c. (recital of a mortgage to E. B.) And whereas the said R. L. hath paid to the said E. B. the sum of, &c. in full principal and interest due on the said recited mortgage: And whereas the said E. earl of, &c. and, &c. have, pursuant to an order of the high court of chancery, purchased of the said R. L. and L. his wife, (together with the manor of C.) All and singular the said messuage, &c. in the said recited indenture contained, for the sum of, &c. Now this Indenture witnesseth, that for the consideration aforesaid, and in consideration of the sum of 10 s. to the said E. B. in and, &c. the receipt, &c. and for divers, &c. He the said E. B. hath granted, bargained, sold and released, and the said R. L. and L. his wife, Have and each of them Hath ratified and confirmed, and by these presents Doth (by the direction and appointment of the said R. L. and L. his wife, testified, &c.) bargain, &c. and the said R. L. and L. his wife Do, and each of them Doth ratify and confirm unto the said E. earl of, &c. and, &c. (in their actual, &c. from the said E. B. and the said R. L. and L. his wife, for, &c.) and their heirs, All and singular the said, &c. to him the said E. B. and his heirs, in and by the said recited indentures of lease and release bargained, &c. as aforesaid, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. of them the said E. B. and L. his wife, and every of them, in and to the same premisses, and every part, &c. To have and hold the said, &c. and all and singular other the premisses hereby bargained, &c. ratified and confirmed, or meant, &c. with their, &c. unto the said E. earl of, &c. and, &c. their heirs and assigns, to the only use and behoof of them the said E. earl of, &c. and, &c. their heirs and assigns for ever. (Covenant from E. B. that he has done all of incumbrance). In Witness, &c.

Release from the Heir, and Widow of the deceased, of a Manor, &c. in pursuance of a Decree in Chancery, for Sale before a Master; who each received their Proportion of the Consideration Money, and the Part is paid to discharge a Mortgage and a Judgment, which are signed to protect the Title.

Recital of the
decree.

Consideration.

THIS Indenture Tripartite, made, &c. Between A. of — brother and heir of B. late of — deceased, of the first part, C. of — widow, relict of the said B. of the second part, and D. — of the third part. *Whereas* in a cause depending in the high court of chancery, between the said C. complainant, and the said A. and others defendants, it is by a decree of the court, made on Wednesday the — in the — year of the reign of — ordered that the manor, lands and premisses, hereunder granted, should be sold to the best purchaser, to be approved of by one of the masters of the said court, and that all persons concerned should join in the sale thereof, and the said D. is by the master certified to be the best purchaser, and for the sum or price of — l. as by the said master's certificate may appear; and thereupon the said premisses, and the fee-simple inheritance thereof, are, in pursuance of the said decree of the said court, to be conveyed and assured unto the said D. his heirs and assigns: *Now therefore this Indenture witnesseth*, that for and in consideration of the sum of — of lawful, &c. to the said A. and of the sum of — to the said C. in hand, at, &c. by the said D. well, and the receipt, &c. which said, &c. (as in tit. *Consideration*); they the said A. and C. Have granted, &c. and by, &c. Do, and each of them Doth grant, &c. unto the said D. in actual possession, &c. by this indenture tripartite, &c. and to the heirs and assigns of the said D. forever, All that, &c. and the reversion, &c. and all yearly and other rents, &c. and also all the estate, &c. together with all and singular deeds, &c. To have and to hold, &c. Covenants from A. that he lawfully seised, hath right to convey, and that D. shall peaceably enjoy free from incumbrances, (except a mortgage and judgment, which are signed by the direction of D. in trust for him, and except a lease, &c.) from C. for peaceable enjoyment, free from incumbrances, (except as before) and from A. and C. to make further assurance to enure to the purchase. In Witness, &c.

Perused by Sir E. N. for the purchaser, and by Mr. C. for the widow, who said, that she was (or ought) not to covenant against her husband's act, or any others but her own, nor to give a warranty.

Release from the Heir, Trustees, Legatees, and Creditors of the Testator, of Part of Lands (ordered to be sold before a Master in Chancery) which were charged by Will, for the Payment of his Debts and Legacies. The Consideration Money paid to one of the Creditors in Part of his Debt.

THIS Indenture of four parts, made, &c. Between A of ——— widow and relict of B. late of ——— deceased, C. of ——— eldest son and heir of the said B. deceased, F. of ——— son of the said B. deceased, G. of ——— and H. G. his wife, daughter of the said B. deceased, of the first part, D. of ——— of the second part, J. of ——— and K. of ——— of the third part, and E. of ——— of the fourth part. Whereas the said B. deceased, by the will of ——— did by his last will and testament in writing, bearing date, &c. devise to the said A. D. and L. (since deceased) and their heirs, all his freehold messuages, &c. upon trust that they the said trustees should stand seised thereof, in the first place, to permit the said A. his wife, to receive the rent for her life, 80 l. per ann. by quarterly payments; and, in the next place, that his said estate should be charged (in case his personal estate should fall short of doing thereof) with the payment of 1200 l. to his son the said F. and with 100 l. to his daughter, then H. S.'s widow, and now H. G. wife of the said G. to be paid to them in such manner as therein is mentioned; and after payment of his said childrens portions, or so much thereof as his personal estate should fall short of paying and charged therewith, the said B. deceased, did thereby declare the said trustees should stand seised thereof, in trust for his eldest son the said C. for his life, and after his decease, in trust for the eldest son of his said son C. lawfully to be begotten, and the heirs of his body lawfully to be begotten, and so to all other the son and sons of the said C. lawfully to be begotten, severally and successively, according to seniority, and the heirs of their respective bodies issuing; and for want of such issue male of the said C. then the said trustees should be seised of the said premisses in trust for the said F. for his life, and after his decease, then in trust for the first son of the said F. and the heirs of his body; and for default of such issue, then in trust for all the other sons and sons of the said F. severally and successively, and the heirs of their respective bodies issuing, with other remainders over; and hath herein willed, that notwithstanding any devise, trust or limitation thereabovementioned, his said trustees, the survivor or survivors of them, should and might (in case the portions therein abovementioned should be raised by or out of his personal estate, as the same should become due), sell and dispose of the inheritance of so much of the said lands so devised unto them in trust, which to them should seem fitting, as with the

Codicil.

Decree.

Master's report.

Order for confirming the report.

the money raised by sale thereof should be sufficient to pay and discharge the same, which lands so sold should be free and clear of and from the annuity of 80*l.* per ann. and of the trusts and intails therein above mentioned, any thing therein contained to the contrary notwithstanding; and did thereby charge his personal estate, not therein specially disposed of, with the payment of his debts, and particulars therein given; and in the next place, with the said 1200*l.* and 600*l.* as far as the same would go, and gave the rest of his personal estate, not therein otherwise disposed of, to his said son the said C. and made the said A. C. F. and H. G. executors of his said will; And by a codicil annexed thereto, dated, &c. the said testator charged the said estate with a further sum of 8000*l.* to the said F. and 400*l.* to the said H. G. as by the said will and codicil, relation being thereunto respectively, &c. And whereas the said G. and H. his wife, and the said F. in order to be paid their respective legacies, did exhibit their bill in the high court of chancery against the said C. M. and N. his two sons, infants, the said A. D. and R. unto which said bill all the defendants answered, and the court, on or about the ——— day of ——— on hearing of the said cause, did decree, that the said C. and the only acting executor, should come to an account before ——— one of the masters of the said court, for the personal estate of the said testator B. come to his hands, or to the hands of any other person for his use; and the said master was thereby ordered to take an account what the debts and legacies of the said testator amounted to, and whether the personal estate of the said testator would be sufficient to pay the same; and if it should appear that the said personal estate was not sufficient to satisfy the said debts and legacies, then it was thereby further ordered, that the said master should look into the said testator's real estate, and certify to the said court what part thereof was fit to be sold or mortgaged, to raise money to pay what the personal estate should fall short of satisfying: And whereas the said master by his report, dated on or about the ——— in pursuance of the said order of the ——— day of ——— certified to the court, that the whole personal estate of the said testator then received and come to the hands of the said C. amounted to 3270*l.* 13*s.* 6*d.* and that the said defendant C. had, since the testator's death, paid several sums of money for and on account of the said testator's debts, legacies and other matters relating to the said executorship, amounting to 2658*l.* 4*s.* which being allowed to the said defendant C. and deducted out of the said personal estate come to his hands, doth reduce the same to the sum of 612*l.* 3*s.* 6*d.* and that there then remained unpaid to the said G. the said legacy of 1000*l.* and a debt of 500*l.* both amounting to 1500*l.* to the said F. 1200*l.* to the said F. 1300*l.* to the aforesaid K. 300*l.* and to the said A. 200*l.* all amounting to 4600*l.* which is more by 3987*l.* 10*s.* 6*d.* than the said personal estate in the hands of the said C. was sufficient to satisfy and thereby certified the particulars of the said testator's real estate in the said county of ——— charged by his said will with the payment of such of his debts and legacies, as his personal estate should fall short of satisfy; and that the same amounted in the whole to 325*l.* 10*s.* per cent. and that it should be for the advantage of the defendant to mortgage or lease the whole estate for payment of the said testator's debts and legacies remaining unsatisfied: And whereas the said ——— on or about the ——— day of ——— upon hearing the said cause upon the said

master's report did order and decreethat the said 3987 l. 10 s. 6 d. should be raised by sale or mortgage of the said testator's estate, and it was thereby referred to the said master to see the same either sold or mortgaged, as he should judge most for the advantage of the parties interested therein; and in case a sale should be made of the said estate, or any part thereof, for raising the said money, it was thereby further ordered, that the said master should allow of a purchaser, and see the overplus of the money arising by such sale, over and above what should satisfy the said demands and pay the costs of the said suit, disposed of according to the intent and meaning of the testator's said will: And

Report for allowing the purchaser,

whereas ——— one of the masters of the said court (to whom the former reference was referred) hath by his report dated on or about the ——— day of ——— allowed the said E. to be the best purchaser of the ——— herein after mentioned, and hereby granted and released, or mentioned or intended so to be, (which said estate is part of the said estate devised by the said testator's will) at the rate of 470 l. which said last mentioned report hath been since confirmed and made absolute by two several orders of the said court; the one dated on or about the ——— and the other on or about the ——— as by the said recited decretal orders, reports and other orders, relation being thereunto severally had, &c. Now this Indenture witnesseih, that for and in consideration of the said sum of 470 l. of, &c. by the said E. to the said J. at or before the sealing, &c. (by the direction and appointment of the said C. and with the consent of the said A. F. G. and H. his wife, D. and K. testified by their signing and sealing thereof) well and truly paid, for and in part of the said debt of 1300 l. so as aforesaid due and owing to him the said J. by and from the said B. deceased, or from his estate, and in consideration of 5 s. a-piece of like lawful money to the said A. C. G. F. and H. his wife, D. and K. respectively, by the said

and confirmation thereof.

Consideration. ;

likewise well and truly paid, the receipt, &c. they the said A. C. F. G. and H. his wife, D. and K. Have and each of them Hath granted, &c. and by these presents, in obedience to and pursuance of the said recited decretal order of the said court of chancery dated on or about the said ——— and by and with the consent, direction and appointment of the said J. testified, &c. and likewise the said J. Doth, and each and every of them Doth grant, &c. unto the said E. (in his actual possession, &c. by them the said A. C. and D. in consideration of 5 s. a piece by indenture, &c.) and to the heirs and assigns of the said E. for ever, All

Grant.

that, &c. and the reversion, &c. and also all the estate, &c. of them the said A. C. F. G. and H. his wife, D. J. and K. and every or any of them, or any other person or persons in trust for them, or any of them, or for their or any of their use or uses, or, in, to or out, &c. by force, virtue or means, of the said recited last will of the said B. deceased, or by any other ways or means, right, or title whatsoever howsoever, together with all and singular deeds, &c. To have and hold, &c. (as usual) And, &c. (C's warranty against himself and all persons; covenant from A. C. F. G. and D. that the said A. C. G. and H. his wife, and D. shall levy a fine from the widow and heirs, that they have not in unumbered; from the heir, that he, the widow and heirs, is seized in fee; that they and the legatees have power to grant, and that the vendee shall quietly enjoy; and lastly, that all the vendors will give further assurance. Vide Tit. Covenants.) In Witness, &c.

Parcels.

Habendum.

Witnessed by Mr. Mynsbull.

Release

Release from Devisees in Trust, and a Legatee, of several Messuages mortgaged by the Testator (who devised the same to be sold for the Payment of the Mortgage-Money, and the Surplus to the Legatees) to the Mortgagee, who paid the Consideration for the Equity of Redemption in the Legatees, by Direction of the Trustees.

THIS Indenture of Three parts, made, &c. Between A. of ——— (surviving devisee named in and by the last will and testament of B. late of, &c. deceased) of the first part, C. of ——— (the only brother of D. late of ——— formerly the husband of the said B. also deceased) E. of ——— and M. his wife, ——— F. of ——— and N. his wife, and G. of ——— and O. his wife, (which said M. wife of the said E. N. wife of the said F. and O. wife of the said G. are the three daughters of the said C.) of the second part, and H. of ——— (the mortgagee, and now purchaser of the equity of redemption) of the third part. Whereas the said B. deceased, did make her last will and testament in writing bearing date ——— and did thereby, amongst several other gifts and bequests, give, devise and bequeath unto P. of ——— and the aforesaid A. (by the name of A. of ———) &c. (Upon trust to sell the premises to pay off the mortgage money, and the surplus to be put out at interest for the sole benefit of C. for life, and after his death such surplus to be equally divided amongst his three daughters); And the said B. did name and appoint the said P. and A. executors of her said will, as thereby, relation, &c. amongst other things, &c. appear: And whereas the said P. is since deceased: And whereas the said H. hath agreed for, the absolute purchase of the said messuages and premises: Now this Indenture witnesseth, that for and in consideration of 5 s. of lawful, &c. to the said A. and of the sum of 13 l. 5 s. of like money to the said C. and of the sum of 13 l. 5 s. of like money to the said E. and M. his wife, and of the like sum of 13 l. 5 s. of, &c. to the said F. and N. his wife, and of, &c. (the like to the said G. and O. his wife, by the said H. well and truly paid, by the direction of the said A. surviving executor of the said B. as aforesaid, testified, &c. making together the sum of 53 l. which, together with the sum of 52 l. due and owing for principal and interest upon the indenture of demise or mortgage of the said premises made by the said B. deceased, makes in all the sum of 105 l. and is in full for the absolute purchase of the said messuages and premises aforesaid, and herein after mentioned to be sold and released; and is also in full of and for all or any sum or sums of money, and other benefit and advantage accruing, given or payable to them the said C. and his aforesaid three daughters, or any of them out of, for or in respect of the said premises, or by sale thereof,

the said will of the said *B.* deceased, or otherwise howsoever, the receipt of which said several and respective sums of money the said *A.* &c. do hereby severally and respectively acknowledge, and thereof, &c. he the said *A.* in pursuance of the trust in him reposed in and by the said will, and likewise the said *C. E.* and *M.* his wife, *F.* and *N.* his wife, *G.* and *O.* his wife, *Have* and each of them *Hath* granted, &c. and by, &c. unto the said *H.* (in the actual possession, &c. by virtue, &c. to him thereof made by the said *A. C. E. F.* and *G.* in consideration of 5 s. a-piece, &c. by indenture tripartite, bearing date, &c. and made between the said *A.* of the first, the said *C. E. F.* and *G.* of the second part, and the said *H.* of the third part, and by force, &c.) and to the heirs and assigns of the said *H.* for ever, *All* those, &c. and the reversion, &c. and also all the estate, &c. together with all and singular deeds, &c. *To have and to hold, &c. (as usual): And, &c. (Warranty from A. C. E. F. and G. and then covenants from A. for himself, his heirs and assigns, and the same for F. G. and their wives, &c. that some of them is seised in fee, and have power to grant; and that H. his heirs and assigns may peaceably enjoy, free from incumbrances; and that they will make further assurance, to mure to the purchaser.) In Witness, &c.*

Release from Husband and Wife, and their Trustee, (with the Consent of the Wife's Mother) pursuant to a Settlement before Marriage, on the Husband and Wife, and for several Uses, but revocable during their joint Lives, with Liberty to mortgage or sell the Premises with such Consent.

THIS Indenture, of Three parts made, &c. Between *A.* of ——— and *D.* his wife, one of the daughters of *E.* late of ——— deceased, and *B.* of ——— of the first part, *F.* widow and Relict of the said *H.* of the second part, and *C.* of ——— of the third part. *Whereas* by indenture tripartite, made, &c. between the said *E.* and *F.* his wife, of the first part, the said *B.* of the second part, and the said *A.* and *D.* his wife of the third part, (Reciting therein, (that the premises hereby released were conveyed to one *G.* (since deceased) and said *B.* in trust for said *E.* and that *E.* by several indentures declared several trusts, with power of revocation, and that *E.* by indenture dated before said indenture tripartite, revoked the said trusts, and limited other trusts, with the like power of revocation, and to declare new trusts; and further reciting the marriage had between said *A.* and *D.*.) and the said *E.* by said recited indenture tripartite; in pursuance of articles of agreement therein also recited, revoked the trusts declared, and declared that *B.* should stand seised in trust for *E.* and his assigns during his life, then for *A.* during his life, then for *D.* and his wife and her assigns for her life, and after their death, in trust for their children, &c. and that the said *A.* and *D.* during their joint lives

Recitals.
Of settlement before marriage.

E's death

Agreement for
purchase
Revocation.

Release.

lives might sell or mortgage the premises, and for that purpose should have power to revoke the trusts appointed, and limit new trusts, so that such sale or mortgage be made during the lives and with the consent of the said E. and F. or the survivor :] And whereas the said E. has since departed this life : And whereas the said C. hath agreed with the said A. and D. his wife, for the buying and purchasing of the aforesaid ——— Now therefore to the intent, and for making the sale thereof accordingly, This Indenture witnesseth, that the said A. and D. his wife, by and with the consent and approbation of the said F. testified by her being a party to, and signing and sealing these presents in the presence of three witnesses indorsing their names thereon, according to the power to them reserved and given, in and by the said recited indenture as aforesaid, Do by these presents, sealed, signed and executed by them, in the presence of the three witnesses indorsing their names thereon, absolutely revoke, determine and make void, all and every the trust and trusts declared, limited or appointed of and concerning the aforesaid ——— with the appurtenances, for the children of them the said A. and D. his wife, and their issue, as in the said recited indenture is mentioned. And this Indenture further witnesseth, that for and in consideration of the sum of ——— of, &c. to the said A. and D. his wife, or one of them, in hand, at, &c. by the said C. well, &c. and in consideration of 5 s. of like money, to the said B. in hand, &c. by the said C. likewise paid, the receipt, &c. the said A. and D. his wife, and (by their direction, consent and appointment, testified by their signing and sealing these presents) the said B. Have bargained, sold, enfeoffed, released and confirmed, and by these presents Do, and each of them Doth (by and with the consent and approbation of the said F. testified by her being a party to, and signing and sealing these presents in the presence of three witnesses thereto, and whose names are indorsed thereon) fully and absolutely bargain, &c. unto the said C. (in the actual possession, &c. by virtue, &c.) by the said A. and B. in consideration of 5 s. a-piece, (of lawful, &c. by indenture, &c. and to the heirs and assigns of the said C. for ever, All those, &c. To have and to hold, &c. And, &c. (Covenant from A. for himself and wife, that they and said B. will levy a fine ; that they or some them, are seized in fee-simple, and have power to convey ; and that C. shall quietly enjoy, free from incumbrances, rents and services excepted. Vide tit. Covenants. And also freed, &c. (from a proportionable part of an annuity, &c. charged on the premises.) And lastly, that A. and D. his wife, and B. will make further assurance, to the use of the purchaser ; and then a covenant from the vendor to indemnify the trustee on his joining in the sale. Vide tit. Covenants.) In Witness, &c.

Release from Husband and Wife, and the Wife's Trustee, of the Freehold Part of a Farm, and of the other Part that is Copyhold, which the Vendor covenants to surrender being Part of Lands settled on the Wife for Life to her separate Use, and the Remainder to whom she should appoint, with Recital of such Appointment precedents to this Conveyance, to enable the Parties to grant to the Purchaser.

THIS Indenture made, &c. Between A. of ——— and B. his wife, and C. of ——— of the one part, and D. of ——— of the other part. *Whereas by indenture, &c. (recital of a deed of limitation, whereby the said C. should stand seised in trust for E. for life, then that C. should pay said B. daughter of E. and now wife of A. (exclusive of her husband) all the rents, &c. during her life, or to her appointment, &c. and for want thereof to the heirs of B.) And whereas the said B. hath agreed absolutely to sell and convey the said premises unto the said D. and his heirs for ever, and for that purpose the said B. according to the power and appointment to her in that behalf given, declared and made, in and by the said recited indenture, did by writing under her hand and seal alone, bearing date, &c. signed and sealed in the presence of three several persons, whose names are indorsed as witnesses on the back of the said writing, authorise, direct and appoint the said C. to pay or cause to be paid unto the said D. or his assigns, all the rents, &c. of, &c. during her life, and after her decease, in trust for the said D. his heirs or assigns, in pursuance of the afore mentioned limitation of trust; Now this Indenture witnesseth, that for and in consideration of the sum of ——— of, &c. to the said B. for her own separate use, in hand well and truly paid by the said D. at, &c. and in consideration of 5 s. of, &c. to the said A. and C. in hand, &c. by the said D. well, &c. the receipt, &c. respectively acknowledge, &c. the said A. and B. his wife, and the said C. by the direction and appointment of the said B. testified, &c. and in pursuance of the said deed poll, under the hand and seal of the said B. alone, Have, and each of them Hath bargained, sold, aliened, released and confirmed, and by, &c. Do and each of them Doth sully, &c. unto the said D. (in his actual possession, &c. by virtue, &c. by the said A. and B. his wife, and C. for the term, &c. by indenture, &c.) and his heirs and assigns, All such part and parcel, and so much as is freehold of all that the said messuage, &c. situate, &c. in the said recited indenture mentioned then to be in the occupation of, &c. and the reversion, &c. To have and to hold, &c. And, &c. (Covenant from A. that he, his wife and C. will surrender such of the premises as are copyhold; that the vendors are seised in fee, and have power to grant; and that the vendee shall peaceably enjoy, such and such things being the freehold part*

Recitals.
Of deed of limitation of trusts.

Agreement for sale.

Appointment, by deed, vide Tit. Appointment.

Leases and Releases.

part of the premises, and such and such being the copyhold part, free from any gifts, &c. pursuant to the wills of L. M. Son of E. and L. jun. &c. and free from all incumbrances except the rents and services, &c. For further assurance to the use of the purchaser, from all the vendors, to indemnify the trustee. Vide tit. Covenants.) In Witness, &c.

Release from a Husband and Wife, and her Son and Heir-apparent by a former Marriage, and a surviving Trustee of the Marriage-Settlement, and Mortgages, of Lands limited by the Settlement to the separate Use of the Wife, which she mortgaged for the Advancement of her Son to two Purchasers, who discharged the Mortgages.

THIS Indenture of three parts made, &c. Between A. of ——— B. now wife of the said A. and formerly named B. C. of ———, widow, D. son and heir-apparent of the said B. C. and E. of ———, surviving trustee, named and appointed by and for the said B. C. of the first part, F. of ——— and G. of ——— (mortgagees) of the second part H. of ——— and J. of ——— (purchasers) of the third part. Whereas by indentures of lease and release, bearing date, &c. made between the said B. A. (by the name of B. C. of ——— widow) of the first part, the said A. (by the name of A. of ———) of the second part, and K. of ——— (since deceased) and the said E. (trustees named and appointed by and for the said B. C. of the third part, &c. (recitals of settlement before the marriage of said A. with B. C. whereby B. C. conveyed the premises, upon trust for her separate use for life, (notwithstanding the intended coverture), and after her decease to the appointment of her deed or will :) And whereas by indentures of lease and release bearing date the lease on or about, &c. made between the said B. A. and the said E. of the one part, and the said F. and G. of the other part; and the release bearing date on, &c. and made between the said B. A. and E. of the first part, the said D. of the second part, and the said F. and G. of the third part, (reciting in part the said recited indenture of release, as herein before is recited; and further reciting, that the said B. A. had occasion to borrow 450 l. to accommodate and prefer the said D. in the world, which the said F. and G. therefore had paid and lent unto her the said E. at the request, and by the direction and appointment of the said B. A. testified by her being a party to, and signing and sealing of such last recited indenture or release) she the said B. A. hath granted, &c. (to F. and G. the premises, to hold to them and their heirs and assigns) for security of said 450 l. and interest, under a proviso, that if the said B. A. should pay F. and G. 472 l. 10 s. on, &c. then F. and G. would convey the premises to said E. or such person, &c. as B. A. (covert or sole) should appoint, and for want thereof to the use of B. A. her heirs and assigns) And whereas by indorsement on the last recited indenture under the hand and seal of the said B. A. and E. (for the further advancement of her said son) had received of the said F. and G. 600 l. more, which is by the said indorsement further charged on the premises)

premisses) as by the said last recited indenture, and indorsement thereon, and the said other indentures, relation, &c. And whereas the said principal sums of 450*l.* and 600*l.* nor either of them, or any part thereof, were not paid to the said *F.* and *G.* on the days of payment respectively mentioned in the said proviso, contained in the last recited indenture of release, and indorsement thereon, nor at any time since, save only interest of the said 450*l.* And whereas the said *B. A.* having received and borrowed the said two several sums as aforesaid, and having occasion for further money for the advancement and preferment of the said *D.* her son in the world, hath, by and with the approbation of the said *A.* come to an agreement with the said *H.* and *J.* for their perfect and absolute purchase of the aforesaid premisses in manner following: *Now this Indenture witnesseth*, that by virtue and in pursuance of such trust and power aforesaid, as also of such agreement, and for and in consideration of the sum of 1050*l.* of lawful, &c. to the said *F.* and *G.* in hand, by the said *H.* and *J.* in place or stead, and upon the request, and by the direction and appointment of the said *B. A.* (testified, &c.) well and truly paid, at, &c. (being in full of all principal money and interest due upon the said last in part recited indenture or mortgage and indorsement thereon) and for and in consideration of the sum of 50*l.* of like money to the said *B. A.* and (by and with her consent and direction) to the said *D.* or one of them, in hand by the said *H.* and *J.* at, &c. likewise paid, which together with the aforesaid sum of 1050*l.* makes in all the sum of 1100*l.* being the full sum of money agreed to be paid for the above purchase of the said messuages, &c. and for and in consideration of 5*s.* a-piece to the said *E. A.* and *B.* his wife, and the same fine by the said *H.* and *J.* likewise paid, the receipt, &c. by the said *F.* and *G.* by and with the consent, direction and appointment of the said *B. A.* (testified, &c.) and the said *A. B. A.* and *D.* by and with as well her consent, direction and appointment, as also the consent of the said *B. A.* and *D.* (testified as aforesaid) and the said *H.* and *J.* have, and each of them *Hath* granted, &c. and by, &c. *Do*, and each of them *Doth* fully, freely and absolutely grant, &c. by indenture partite between, &c. (same parties as to the release) and to the heirs and assigns of the said *H.* and *J.* for ever, *All* that the aforesaid messuages, &c. and the reversion, &c. and further also all and all manner of estate, &c. equity of redemption, claim, &c. whatsoever in law and equity, of them the said *F.* and *G.* *E. A. B. A.* and *D.* every or any of them respectively, o into, &c. *To have and to hold*, &c. And &c. covenant from *F.* and *G.* *E. A.* and *B.* his wife, and *D.* for themselves severally, and said *A.* for said *B.* his wife, to levy a fine; from the mortgagors and trustees, that they have not incumbered; from *A.* and *D.* jointly and severally, that notwithstanding any act of them or *B. A.* the said *B. A.* *F.* and *G.* or some of them are seised in fee simple, and have power to alien; and that the vendees shall quietly enjoy, free from incumbrances; and that *A. B. A. F. G. E.* and *D.* will make further assurance to the purchasers. *Vid. tit. Covenant.* In Witness, &c.

Perused by Sir Edward Northey.

• *Release with a Variety of Recitals as to Copyholds, &c.*

Parties.

Recital of indentures of lease and release, and mortgage of lands to *W. W.*

THIS Indenture *quincupartite* made the eleventh day of May, in the year of our Lord 17— and in the year of the reign of our sovereign Lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, &c. Between the right reverend father in God *S.* lord bishop of *G.* of the first part, *G. G.* late of *K.* but now of *B. W.* in the county of *S.* esquire, the eldest surviving brother and heir at law, and one of the two residuary devisees in tail named in the last will and testament of Sir *T. G.* late of *P.* in the said county of *S.* knight, brewer, distiller, and wine merchant, a bankrupt, deceased, who was next brother and heir at law of *H. G.* late of *P.* aforesaid, esquire, deceased, which said *H. G.* was the eldest son and heir at law of *T. G.* late of *P.* aforesaid, esquire, deceased, and which said Sir *T. G.* was also the eldest surviving son and heir at law of *E. G.* of *K.* aforesaid, widow, deceased, the late wife and afterwards the relict of the said *T. G.* and sole executrix of the last will and testament of *T. K.* late of *L.* merchant deceased, and which said *G. G.* was another son and one of the two residuary legatees, and is the only acting executor named in the last will and testament of the said *E. G.* and *R. G.* of *T.* in the parish of *R.* in the county of *S.* esq; the other of the two devisees in tail named in the said will of the said Sir *T. G.* his brother, and the other of the two residuary legatees and executors named in the will of the said *E. G.* of the second part, *J. G. G.* of *K.* aforesaid, esquire, and *M.* his wife, late *M. G.* spinster, daughter of *J. G.* esquire, herein after named, which said *M.* is the devisee in fee in remainder, named in the said will of the said Sir *T. G.* of the third part; *J. G.* of the parish of *P.* in the said county of *S.* esquire, and *T. H.* of *P.* in the said county of *S.* merchant, assignees of the estate and effects of the said Sir *T. G.* under and by virtue of the commission of bankrupt awarded and issued against him, of the fourth part; and *W. L.* of *P.* in the said county of *S.* esquire, of the fifth part; *Whereas* by indenture of lease and release bearing date respectively the thirtieth day of June, and the first day of July, in the year of our Lord 1732, and made or expressed to be made between the said Sir *T. G.* by his then name and description of *T. G.* of *P.* in the county of *S.* esquire, of the one part: *W. W.* and *J. T. L.* esquire, of the other part: the said Sir *T. G.* for and in consideration of the sum of 1000*l.* to him paid by the said *W. W.* Did give, grant, bargain, sell, alien, release and confirm divers manors, houses, farms, lands, tenements and hereditaments, situate, lying and being in, at, or near *F. M. B.* and *P.* in the said county of *S.* and all other his lands, tenements and hereditaments situate, lying and being in the said county of *S.* with the appurtenances unto and to the use of the said *W. W.* and his heirs, subject to a proviso in the said indenture of release contained for redemption of the pre-

misses by the said Sir T. G. on payment to the said W. W. of the sum of 1000 l. with interest for the same, on the first day of *November* then next; *And whereas* by a deed poll indorsed on the said recited indenture of release, and bearing date the fifteenth day of *February*, 1732, the said Sir T. G. charged the said manors, houses, farms, lands, tenements, and hereditaments, with the payment of the further sum of 250 l. with lawful interest for the same to the said W. W. in manner therein mentioned; *And whereas* the said Sir T. G. on the tenth day of *November*, in the year of our Lord 1733, surrendered into the hands of the lord of the manor of E. in the said county of S. certain lands and tenements within the said manor of E. formerly of N. L. and afterwards of W. L. namely, the manor called L. except and reserved as appears in the fine of N. L. and M. his wife, inrolled at the turne of H. in the sixteenth year of the reign of king *Charles* the Second, To the use of the aforesaid E. G. and her heirs, according to the custom of the said manor, upon condition nevertheless, that if the said Sir T. G. his heirs, executors, and administrators paid or caused to be paid unto the said E. G. her executors, administrators or assigns, the sum of — l. on the tenth day of *November* then next ensuing, then the said surrender should be void, and also surrendered as aforesaid, one parcel of land containing eight acres, called M. in the tithing of R. To the use as aforesaid, and upon the condition as aforesaid, and also surrendered as aforesaid one messuage and one yard of gavel land in L. in the tithing of R. to the use as aforesaid, and upon condition as aforesaid; *And likewise* surrendered as aforesaid one messuage and one yard of gavel land, and one water mill, in the tithing of R. and one parcel of pasture land, containing fifteen acres, (except four closes of gavel land, called the H. lying together, containing by estimation forty acres, whether more or less, in the tithing aforesaid, and parcel of the premises aforesaid then lately surrendered to J. C. under the fine of 20 s. adjoining to B. hill, on the South part of the highway leading from E. to T. on the North part and land of S. on the East part,) To the Use as aforesaid, and upon condition as aforesaid; *And whereas* by indentures of lease and release bearing date respectively the sixth and seventh days of *December*, in the said year 1733, and made or mentioned to be made between the said Sir T. G. (then T. G. esquire,) of the one part, and the said E. G. of the other part, *After reciting* the aforesaid several mortgages or surrenders, and that it was agreed by and between the said parties, that the manor, capital messuage or tenement, tenements, lands and hereditaments therein after mentioned, should be so granted and conveyed to the said E. G. her heirs and assigns, for the further and better securing the payment of the said sum of — l. mentioned in the proviso contained in the above recited mortgages or surrenders at the day and time in the said proviso appointed for payment thereof, he the said Sir T. G. in consideration of the said agreement, and the sum of 10 s. to be paid by the said E. G. conveyed the manor of W. C. with the messuages, members and appurtenances thereof, and the capital messuage or tenement commonly called or known by the name of W. C. and all the lands, tenements and hereditaments whatsoever of him the said Sir T. G. situate, lying and being in the parish of B. aforesaid, and in the tithing of W. in the said county of S. or in either of them; *And also* all that parcel of land and coppice ground containing by estimation two acres,

and of a deed poll indorsed for making a further charge to W. W.

and of a surrender of copyhold lands to E. G. on condition to be void on re-payment of mortgage money,

and of other surrenders to the same uses and upon the same conditions.

Indentures of lease and release of further premises on mortgage to E. G.

Leases and Releases.

be it more or less, commonly called or known by the name of *F. M.* And also all that one other parcel of arable or pasture ground commonly called or known by the name of *P. A.* containing by estimation one acre, be it more or less; and all that field of arable or pasture ground commonly called or known by the name of *H. M.* with a coppice thereunto adjoining, containing by estimation nine acres and a half, be the same more or less; All which said lands and premises last mentioned are situate, lying and being in the tithing of *L.* in the parish of *E.* in the county of *S.* aforesaid; and all commons, common of pasture, and appurtenances whatsoever to the said last mentioned several parcels of land, hereditaments and premises belonging, or in any wise appertaining, unto, and to the use of the said *E. G.* her heirs and assigns for ever; subject nevertheless to a proviso in the said now reciting indenture of release contained, for making void the same, if the said Sir *T. G.* his heirs, executors, administrators or assigns, or any of them paid or caused to be paid unto the said *E. G.* her executors, administrators or assigns, the sum of — *l.* of good and lawful money of Great Britain, upon the said tenth day of November, in the year of our Lord 1734, according to and in performance of the proviso in the above recited surrenders contained; And whereas by indenture of lease and release, the lease bearing date the day before the date of the release, and the release being tripartite, bearing date the twenty-second day of August, 1737, and made or mentioned to be made between the said *W. W.* of the first part; the said Sir *T. G.* (then *T. G.* esquire,) of the second part; and the said *E. G.* of the third part; After reciting in part as herein before is recited, or to the like effect, and that the aforesaid principal sums of — *l.* and — *l.* making together the sum of — *l.* remained then actually due, together with the sum of — for the interest thereof, It was witnessed, that in consideration of the sum of — *l.* paid to the said *W. W.* by the said *E. G.* (by the direction of the said Sir *T. G.* testified as therein mentioned) and for other the considerations in the said indenture of release tripartite expressed, he the said *W. W.* by the direction of the said Sir *T. G.* and also the said Sir *T. G.* Did grant, bargain, sell, release and convey unto the said *E. G.* All the aforesaid manors, houses, farms, lands, tenements, hereditaments and premises, which, by the said recited indentures of lease and release of the thirtieth of June and the first of July, 1732, were conveyed to him the said *W. W.* as aforesaid, To have the same unto and to the use of the said *E. G.* her heirs and assigns for ever; subject nevertheless to a proviso or covenant in the said indenture of release tripartite contained, for redemption of the said premises by the said Sir *T. G.* his executors, administrators or assigns, on payment of the sum of — *l.* at the days and times, and in the manner therein mentioned; And whereas by indentures of lease and release bearing date respectively the twenty-third and twenty-fourth days of August, in the year of our Lord 1737, and made or mentioned to be made between the said Sir *T. G.* then *T. G.* esquire, of the one part, and the said *E. G.* of the other part, Reciting in part as hereinbefore is recited to the like effect, and that there was then due to the said *E. G.* of the before recited mortgage, surrenders, and indentures of lease and release of the sixth and seventh days of December, 1733, for principal money and interest, the sum of — *l.* and that the said Sir *T. G.*

Indentures of lease and release of first mentioned premises; Sir *T. G.* (the mortgagor) and *W. W.* (the mortgagee) to *E. G.*

Indentures of lease and release and mortgage to *E. G.* (the last mentioned mortgagee) for a further sum advanced,

ing occasion to borrow the further sum of — *l.* the said *E. G.* had agreed to advance and lend him the same at interest, *It was witnessed,* that as well for the better securing the said sum of — *l.* being the consideration of the aforesaid indenture of release of the twenty-second day of the then instant *August*, and for the further and better securing the said sum of — *l.* and for and in consideration of the further sum of — *l.* to the said Sir *T. G.* in hand paid by the said *E. G.* *He* the said Sir *T. G.* *Did* grant, bargain, sell, release, ratify and confirm unto the said *E. G.* *All* those the aforesaid parcels of land and ground commonly called or known by the names of *F. M. S. A.* and *H. M.* with the coppice thereunto adjoining, and the barn thereupon lately erected and built, and all the aforesaid manor, capital messuage, lands, tenements and hereditaments which are mentioned and comprised in the said recited indentures of lease and release of the sixth and seventh days of *December*, 1733. and also several messuages, lands, tenements and hereditaments of the said Sir *T. G.* in the parishes of *P.* and *P.* in the land of *P.* in the county of *S.* with their appurtenances, *To hold* the same unto and to the use of the said *E. G.* her heirs and assigns for ever, subject nevertheless to a proviso or condition in the said indenture contained, for the redemption of the premises by the said Sir *T. G.* his executors, administrators or assigns, on payment by him or them unto the said *E. G.* her executors, administrators or assigns, of the sum of — *l.* on the days and times therein limited and appointed for payment thereof; *And whereas* by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the said release being *quadripartite*, and bearing date the twenty second day of the said month of *September*, 1737, and made or mentioned to be made between the said Sir *T. G.* (then *T. G.* esquire,) of the first part; the said *E. G.* of the second part; *A. P.* gentleman, of the third part; and *J. W.* gentleman of the fourth part; and a common recovery suffered and perfected in *Michaelmas* term, in the eleventh year of the reign of his late majesty king *George* the Second, several messuages, houses, mills, lands, tenements and hereditaments, situate, being and being in the island of *P.* and the said county of *S.* with their appurtenances, were conveyed and assured to the use of the said *E. G.* her heirs and assigns, until payment should be made of the principal sum of — *l.* and secured by the said indenture of release of the twenty-ninth day of *August*, 1737, and the interest due and to grow due for the same, and after payment and satisfaction thereof, to the use of the said Sir *T. G.* his heirs and assigns for ever; *And whereas* by indentures of lease and release bearing date respectively the fifth and sixth days of *September*, in the year of our Lord 1739, and made or mentioned to be made between the said Sir *T. G.* (then *T. G.* esquire,) of the one part; the said *G. G.* and *R. G.* of the other part; the said Sir *T. G.* in consideration of the sum of — *l.* to him paid by the said *G. G.* and *R. G.* *Did* grant, bargain, sell, release, ratify and confirm unto the said *G. G.* and *R. G.* *All* the said manor, messuages, houses, lands, tenements and hereditaments in the said recited indentures of lease and release of the twenty-third and twenty-fourth days of *August*, and of the twenty-first and twenty-second days of *September*, 1737, respectively, with their appurtenances, *To hold* the same unto and to the use of the said *G. G.* and *R. G.* their heirs and assigns for ever,

and of lease and release and common recovery by which further estates were conveyed for securing the sum mentioned in last recited deed.

Indentures of lease, release and mortgage of before-mentioned estates to *G. G.* and *R. G.* for securing further sum of money advanced.

Recital that
E. G. is dead,
having made
and pub-
lished her
will.

Will recited.

Will proved
by one execu-
tor.

The execu-
tors became
intitled to the
mortgage
money;

but the estate
mortgaged
descended to
T. G. (the
mortgagor)
her eldest
son and heir
in trust for
her execu-
tors.

Indentures
of lease, re-
lease and
mortgage to
one of the
said execu-
tors for se-
curing a fur-
ther sum ad-
vanced by
them.

Subject to a proviso or condition therein contained for redemption of the said premises by the said Sir T. G. his heirs, executors and administrators, on payment by him or them unto the said G. G. and R. G. their executors, administrators or assigns, of the sum of — l. at the time therein mentioned, and now long time past; *And whereas* the said E. G. departed this life in or about the month of *April*, in the year of our Lord 1750, having made and published her last will and testament in writing, bearing date on or about the eleventh day of *May*, 1747, and thereby after giving several specific and pecuniary legacies, and an annuity of 10 l. a year to her servant M. W. for her life, gave and bequeathed all her ready money, goods, chattels, rights, credits and personal estate whatsoever, (after payment of her debts, funeral expences and legacies, and the said annuity), unto her sons the said G. G. and N. G. to be equally shared and divided between them share and share alike; and appointed the said G. G. and N. G. joint executors of her said will; and the said G. G. on or about the eleventh day of *May*, in the said year 1750, alone, proved her said will in the prerogative court of the archbishop of C. whereby the said G. G. and N. G. became intitled to the said sum of — l. due and owing to the said E. G. at the time of her death, and to all interest then due and thereafter to become due for the same, but her legal estate of and in the said manors, messuages, houses, mills, lands and hereditaments, conveyed by the said Sir T. G. to the said E. G. by way of mortgage as aforesaid, did not pass by her said will but on her death descended to the said Sir T. G. the mortgagor, his eldest son and heir at law, who thereby became seised thereof, *In Trust* for the said G. G. and N. G. until payment of all principal money and interest due and secured by the said several recited mortgages made by her by the said Sir T. G. and after payment thereof, and in the meantime subject thereto for his own use and benefit: *And whereas* by indentures of lease and release bearing date respectively the twenty third and twenty-fourth days of *January*, in the year of our Lord 1750, made or mentioned to be made between the said Sir T. G. of the one part, and the said G. G. of the other part, *After reciting* the aforesaid indentures of lease and release of the twenty-third and twenty-fourth days of *August*, 1747, for securing to the said E. G. (then deceased) the said principal sum of — l. and that all interest due on the said security was paid to the day of the date of the now reciting indenture of release but that the said principal sum of — l. then remained thereon, and was payable to the said G. G. as the acting executor of the said E. G. *It was witnessed* that for and in consideration of the said sum of — l. to the said Sir T. G. in hand paid by the said G. G. the said Sir T. G. did for himself, his heirs, executors and administrators covenant and agree to and with the said G. G. his executors, administrators and assigns, that *All* the manors, messuages, lands, tenements and hereditaments whatsoever of him the said Sir T. G. in the counties of S. and S. in mortgage as aforesaid; and all and every security and securities whatsoever by him the said T. G. made, executed or given to the said E. G. for any sum or sums of money, should and be a security for payment of the said sum of — l. then lent, interest for the same as therein after is mentioned, as well as for the said sum of — l. so due and owing as aforesaid from him the said Sir T. G. and that all the said manors, messuages, lands, tenements and

taments, with their appurtenances, of him the said Sir T. G. in mortgage as aforesaid, should stand charged with, and be liable and subject to, the payment thereof, and should not be redeemed or redeemable until the payment of the said sum of — £. then last as aforesaid advanced, with interest for the same, as therein after is mentioned, as well as of the said sum of — £. so due and owing as aforesaid; and for the further and more effectual securing the re-payment of the said sums of — £. and — £. and for the considerations in the said now reciting indenture of release expressed, he the said Sir T. G. did grant, bargain, sell, alien, releale and confirm unto the said G. G. several messuages, lands, tenements and hereditaments in the said island of P. with their appurtenances, *To hold* the same unto and to the use of the said G. G. and his heirs, *Subject* to a proviso or condition for redemption of the premises on payment by the said Sir T. G. his heirs, executors, or administrators, unto the said G. G. his executors, administrators or assigns, of the sum of — £. with interest for the same, after the rate of 4 l. per centum per annum, at the time therein mentioned, and now being since past; *And whereas* a commission of bankrupt bearing date the twentieth day of December, in the year of our Lord 17— was awarded and issued against the said Sir T. G. directed to J. M. esq; T. W. T. and W. B. gentlemen, and W. G. esquire, empowering them or any four or three of them, whereof the said J. M. or G. W. to be one, to execute the same; and the said Sir T. G. was thereupon duly bound and declared a bankrupt: *And whereas*, at a meeting of the creditors who had proved their debts under the said commission on the 5th day of January, in the year of our Lord 17— pursuant to notice for that purpose given in the *London Gazette*, the aforesaid J. G. and G. G. were duly chosen assignees of the estate and effects of the said Sir T. G. and by indenture of bargain and sale duly inrolled in his majesty's court of common pleas at *Westminster*, bearing date the 25th day of March in the year of our Lord 17—, and made or mentioned to be made between the said J. M. T. W. T. B. and W. B. of the one part; and the said G. G. and T. H. H. of the other part, the said commissioners (parties to the said now reciting indentures,) in further execution of the said commission, and by force and virtue thereof, and of the statutes therein mentioned, and for and in consideration of the sum of 5 l. to them the said commissioners paid by the said J. G. and T. H. H. did as (much as in them the said commissioners lay, and they lawfully could or might) bargain and sell unto the said J. G. and T. H. H. their heirs and assigns, together with all other the manors, messuages, lands, tenements and hereditaments of the said Sir T. G. *All* that customary freehold, copyhold or customary manor or lordship of L. in the said county of S. with all and every its rights, members and appurtenances, *also* all the capital messuage with the lands thereunto belonging, situate within the said manor of L. and being part and parcel thereof then in the tenure or occupation of W. A. or his under tenants; *And also* all other messuage and lands situate, lying and being within the said manor of L. and being part or parcel of the said manor then in the tenure or occupation of J. K. or his under tenants; *And also* all that piece or parcel of land, situate, lying and being within the said manor of L. and being part or parcel thereof, then or then late in the possession of W. F. or his under tenants, *And* all the estate, right, title, interest, term of years

That a commission of bankruptcy issued against the mortgagor.

Choice of assignees.

Assignment of the bankrupt's effects.

Leases and Releases.

Indentures of
lease, re-
lease, and
assignment of
one of the
former mort-
gages in
mortgage for
securing one
who ad-
vanced the
money due
thereon.

years to come and unexpired, use, trust, property, possession, benefit, equity of redemption, claim and demand whatsoever, which be the said Sir T. G. at the time of his becoming a bankrupt as aforesaid had, of, in and to all and singular the said several manors, messuages, farms, lands, hereditaments and premises therein before mentioned, and thereby ordered, bargained, sold or mentioned, or intended so to be, with their and every of their appurtenances, *To hold* the same unto the said J. G. and T. H. H. their heirs, executors, administrators and assigns, according to the said Sir T. G.'s right and interest therein, subject to such mortgage or mortgages, or other charges and incumbrances as the same were legally charged with and liable to; *In Trust*, nevertheless for the benefit and advantage of them the said J. G. and T. H. H. and all the other creditors of the said Sir T. H. who then had come in and sought relief, or should thereafter in due time come in and seek relief by virtue of the said commission, and as to the overplus if any should be after payment and satisfaction of all, and every such debt or debts as should or might be proved under the said commission, *In Trust* for the said Sir T. G. his heirs, executors, administrators and assigns, according to the said statutes, and the true intent and meaning thereof, *And whereas* by indentures of lease and release bearing date respectively the 17th and 18th days of *January*, in the year of our Lord 17—, and made or mentioned to be made, between the said G. G. and R. G. of the one part, and the said W. W. of B. of the other part, reciting in part herein before is recited, or to the like effect, and that the sum of ——— pounds being one moiety of the said sum of ——— pounds herein mentioned to have been advanced and lent to the said Sir T. G. by the said G. G. upon the execution of the said recited indenture of lease and release of the 23d and 24th days of *January* 1750, was the proper money of the said R. G. and the name of the said G. G. made use of in the said indentures of lease and release, *In Trust*, as to one moiety of the principal monies thereby secured, and the interest to become due thereon for the said R. G. *And also reciting* that there was then due and owing to the said G. G. and R. G. upon the said therein and herein recited securities, the said several principal sums of ——— pounds and ——— pounds, making together the principal sum of ——— pounds with a large arrear of interest, they the said G. G. and R. G. in consideration of the sum of ——— pounds paid to them by the said W. W. of B. did grant, bargain, sell, alien, release and confirm unto the said W. W. of B. (among divers other manors, messuages, lands, tenements and hereditaments therein particularly mentioned and described,) *All* that the said parcel of land and ground called *E. P. A.* and *H. M.* with the coppice thereunto adjoining in the tithing of *L.* in the parish of *E.* aforesaid, and all other the manors, messuages, lands, tenements and hereditaments whatsoever, which by the said recited indentures of lease and release of the 6th and 7th days of *December* 1733, were granted, released or conveyed in mortgage by the said Sir T. G. (then *T. G. esq;*) unto the said W. W. with their appurtenances and all the estate, right, title, interest, property, benefit, claim and demand whatsoever of them the said G. G. and R. G. or either of them, of, in, to or out of the said manors, messuages, lands, tenements, hereditaments and premises, and every or any of them, and every part thereof, *To hold*, the same unto and to the use of the said

W. of B. his heirs and assigns for ever, *Subject* nevertheless to such equity of redemption on payment of the said principal sum of ——— and all the interest then due and thereafter to become or grow due for the same, as the said *Sir T. G.* his heirs or assigns had therein, and *Subject also* to the proviso or condition and agreement therein and hereinafter mentioned; and for the consideration aforesaid, the said *G. G.* and *R. G.* did bargain, sell, assign, transfer and set over unto the said *W. W. of B.* his executors, administrators and assigns, the said several principal sums of ——— pounds and ——— pounds making together the said sum of ——— pounds, together with all interest then or thereafter to become or grow due, or owing for the said principal sums respectively, *To hold,* receive and take the said sums of ——— pounds, and ——— pounds, making together the sum of ——— pounds and all interest then due and thereafter to grow due for the same unto the said *W. W. of B.* his executors, administrators and assigns, to and for his and their own use and benefit, but *subject* to the proviso or agreement therein and hereinafter mentioned, that is to say, *Provided always,* and it was thereby declared and agreed, that if the said *G. G.* and *R. G.* or either of them paid or caused to be paid unto the said *W. W. of B.* his executors, administrators or assigns, the sum of ——— pounds together with interest for the same, after the rate of 5 *l.* for every 100 *l.* for a year, on the 18th day of *July* next ensuing the date thereof, then and in such case the said *W. W. of B.* his heirs, executors, administrators or assigns, should and would at the request, costs, and charges of the said *G. G.* and *R. G.* or of the person or persons so making payment of the said sum of ——— pounds, with such interest as aforesaid, convey, assign and assure all the said manors, messuages, mills, lands, tenements and hereditaments, with their appurtenances, and the said several principal sums of ——— pounds and ——— pounds, and the interest thereof, and other the premises thereby assigned unto and to the use of the said *G. G.* and *R. G.* or to such other person or persons, as he or they respectively should direct or appoint, *And whereas,* by a deed poll or instrument in writing indorsed on the said last recited indenture of release, and bearing even date therewith, after reciting that by a certain indenture of assignment bearing even date with the said last recited indenture of release, and made between the same parties as were parties to the said last recited indenture of release the said *G. G.* and *R. G.* had granted, assigned, transferred and set over unto the said *W. W. of B.* the manors or lordships of *R. C.* and *R. B.* with the appurtenances in the county of *S.* and divers messuages, lands, tenements, rents and hereditaments in the parish of *T.* and in the said county of *S.* for all the rest and residue then to come and last expired of two several terms of five hundred years and six hundred years, for better securing to the said *W. W. of B.* his executors, administrators and assigns, the said sum of ——— pounds, and interest according to the proviso or agreement in the said last recited indenture of release contained, and that the sum of ——— pounds, part of the sum of ——— pounds, advanced and lent by the said *W. W. of B.* unto the said *G. G.* and *R. G.* was the proper money of the said *S.* lord bishop and the name of the said *W. W. of B.* made use of in the said last recited indenture of release and in the said last mentioned assignment, bearing even date therewith as to the said sum of ——— pounds, and all interest thereafter to become or grow due in respect thereof, *In*

Recital of a deed-poll indorsed on last recited indenture, reciting that a mortgage of other premises had been made in aid of said last mortgaged premises and mortgage money, and declaring trust of part of said money now advanced for the said lord bishop and assigning part of said mortgage to the said lord bishop.

Leases and Releases.

And indenture charging said mortgaged premises in the hands of mortgagees with a further sum advanced by the said lord bishop.

Death of Sir T. G. the bankrupt.

Having first made and published his will duly attested.

Proof of will.

Admittance of the assignees to copyhold and customary estates of the bankrupt.

Recital of sale of the estates, and payment of monies, &c.

Trust for the said lord bishop, he the said *W. W.* of *B.* did assign, transfer and set over unto the said *S.* lord bishop of *G.* the sum of ——— pounds, part of the said sum of ——— pounds, so secured to him the said *W. W.* of *B.* upon and by the said last recited indenture of release and the indenture of assignment therein and hereinbefore mentioned, and all interest which should accrue and become due and payable for and in respect of the said sum of ——— pounds, thereby assigned, *And whereas* by indenture bearing date the 10th day of *February* in the said year 1766, and made or mentioned to be made between the said *G. G.* and *R. G.* of the one part, and the said *S.* lord bishop of *G.* of the other part, they the said *G. G.* and *R. G.* for the considerations therein mentioned, charged the said manors, messuages, lands, tenements, rents and hereditaments, sum and sums of money so granted and released, bargained, sold, and assigned to the said *W. W.* of *B.* his heirs, executors and administrators respectively as aforesaid, with the payment unto the said *S.* lord bishop of *G.* his executors, administrators and assigns of the further sum of ——— pounds, with lawful interest for the same on a day and time mentioned and appointed for the payment thereof, *And whereas* the said Sir *T. G.* departed this life in or about the month of *October* in the said year 1766, having made, signed and published his last will and testament in writing, in the presence of, and which was duly attested by three credible witnesses in his presence, bearing date the 29th day of *October* 1765, and thereby, after charging all such lands, tenements and hereditaments, goods, chattels and effects as should remain after payment of his debts, incumbrances and expences attending the aforesaid commission, and all his estate, interest, claim and demand therein, with the payment of all his debts contracted after the date, and suing out of the said commission, and the payment of the several pecuniary legacies and annuities hereinafter given, gave, devised and bequeathed all the rest, residue and remainder of his estate and effects real and personal, of what nature or kind soever the same might be, unto his two brothers the said *G. G.* and *R. G.* their heirs, executors, administrators and assigns, but in case either of his said brothers should happen to depart this life without leaving heirs of his body then he gave the share of such brother, so dying, of and in his real estates, unto the other, and the heirs of his body, and in case both brothers should happen to die without leaving heirs of their bodies, then he gave the whole of such real estates unto the said *M.* now the wife of the said *T. G.* (then *M. G.* spinster) daughter of the said *J. G.* and his heirs for ever, which said will hath been since duly proved in the prerogative court of the archbishop of *C.* by the said *J. G.* one of the executors named therein, *And whereas*, at a court held the 30th day of *September* in the year of our Lord 17——, in and for the said manor of the said *J. G.* and *T. H. H.* were admitted to *All* the aforesaid copyhold or customary manor, messuages, mill, lands, tenements and premises, situate, lying and being in the tything of *R.* in *L.* within the manor of *E.* *To hold* to them and their heirs, according to the custom of the said manor, saving the right of the representatives of *E. R.* widow in the premises, by virtue of a mortgage, *And whereas* the estates of the late Sir *T. G.* at *B.* and *R.* in the said parishes of *S.* and *M.* in the said county of *S.* have been sold, and the monies arising from the sale

the said estates at *B.* and *M.* were paid to the said *J. G.* and *T. H. H.* at the request and by the consent and direction of the said *G. G.* and *R. G.* and with the privity and approbation of the said *W. W.* of *B.* and *S.* lord bishop of *G.* In Trust for themselves and the other creditors of the said *Sir T. G.* who had or should come in and seek relief under the said commission, and the sum of ——— pounds, part of the purchase money for the estates at *B.* was paid to the said *S.* lord bishop of *G.* in full, for all principal monies and interest due and owing to him on or by virtue of the several hereinbefore recited securities, And whereas, the said *W. L.* sometime since contracted and agreed with the said *J. G.* and *T. H. H.* for the purchase of the said manor of *L.* and all the said messuages, lands, tenements and hereditaments whatsoever, late of him the said *Sir T. G.* as well freehold as copyhold, situate, lying and being within the tythings of *L.* and *R.* aforesaid or one of them, or within the said parish of *E.* for the price or sum of ——— hundred pounds, And whereas, there now remains due and owing to the said *W. W.* of *B.* by virtue of the several hereinbefore recited securities, for principal money and interest, the sum of ——— pounds, and no more, And there is also a large sum not yet liquidated, due and owing to the said *G. G.* and *R. G.* by virtue of the several hereinbefore recited securities for principal money, interest and costs over and above, exclusive of the said sum of ——— pounds, now remaining due and owing to the said *W. W.* of *B.* as aforesaid, And whereas, the said *J. G.* and *T. H. H.* in pursuance and performance of the said agreement, at a court held in and for the said manor of *E.* on the 3d day of April last, surrendered all the said copyhold or customary, messuages, mill, lands, tenements, and premises with their appurtenances, to the said *W. L.* and his heirs, and the said *W. L.* was at the same court admitted there, To hold the same to him and his heirs, according to the custom of the said manor, saving the right of the representatives of *E. R.* widow in the premises by virtue of a mortgage, Now this Indenture witnesseth, that in consideration of the premises and for and in consideration of the sum of ——— pounds, of lawful money of Great Britain, by the said *W. L.* with the privity and approbation of the said *S.* lord bishop of *G.* and the order and direction of the said *G. G.* and *R. G.* and with the consent and approbation of the said *J. G.* *T. H. H.* *T. G.* (party hereto) and *M.* his wife (testified by their being respectively parties to and executing these presents) well and truly paid to the said *W. W.* of *B.* at or immediately before the execution thereof in full satisfaction and discharge of all principal money and interest now remaining due and owing to him the said *W. W.* of *B.* on or by virtue of the hereinbefore recited securities, or any of them, the payment and receipt of which said sum of ——— pounds, he the said *W. W.* of *B.* doth hereby acknowledge, and thereof, and of and from the same, and every part thereof, doth by these presents acquit, release and forever discharge the said *W. L.* his heirs, executors, administrators and assigns, and also for and in consideration of the sum of ——— pounds, of like money to the said *G. G.* and *R. G.* with the privity, consent and approbation of the said *W. W.* of *B.* *S.* lord bishop of *G.* *J. G.* *H. H. T. G.* (party hereto) and *M.* his wife, (testified in manner aforesaid), well and truly paid by the said *W. L.* at or immediately before the sealing and delivery of these presents in part payment and discharge of the monies so remaining due and owing to the said *G. G.* and *R. G.*

Recital of contract from sale of part of the premises.

And that — pounds due to *W. W.*

And large sum not liquidated due to *G. G.* and *R. G.*

Recital of surrender of copyhold premises to *W. L.* the purchaser.

And his admission.

Habendum. Consideration.

Leases and Releases.

R. G. for principal money, interest and costs, by virtue of the said several recited securities as aforesaid, the payment and receipt of which said sum of ——— pounds, so paid by the said *W. L.* to the said *W. W.* of *B.* as aforesaid, the sum of ——— pounds, so agreed to be paid by the said *W. L.* for the purchase as well of the said lands, tenements and hereditaments hereafter released, as of the said copyhold or customary manor, messuages, lands, tenements and premisses to which the said *W. L.* hath been so admitted as aforesaid,) they the said *G. G.* and *R. G.* do hereby acknowledge, and thereof, and of and from the same and every part thereof, *Do* and each of them doth by these presents, for ever acquit, release and discharge the said *W. L.* his heirs, executors, administrators and assigns, and likewise for and in consideration of the sum of ten shillings a piece of such lawful money as aforesaid, to them the said *J. G. T. H. W. W.* of *B. T. G.* (party hereto,) and *M.* his wife in hand at or immediately before the sealing and delivery of these presents, well and truly paid by the said *W. L.* the receipts whereof are hereby acknowledged, they the said *J. G.* and *T. H. H.* with the consent, and by order and direction of the said *W. W.* of *B. S.* lord bishop of *G. G. G. R. G. T. G.* (party hereto,) and *M.* his wife, and also the said *W. W.* of *B.* and *S.* lord bishop of *G.* by the order and direction of the said *G. G.* and *R. G.* testified in manner aforesaid and likewise the said *G. G. R. G. T. G.* party hereto and *M.* his wife, *Have*, and each and every of them *Hath* according to their several and respective estates, rights and interests, in and to the premisses, and as far as they severally may or can, bargained, sold, assigned, aliened, remised, released, for ever quit-claimed, ratified and confirmed, and by these presents *Do*, and each and every of them *Doth*, according to such their several and respective estates, rights and interests as aforesaid, and as far as in them severally lies, bargain, sell, assign, alien, remise, release, for ever quit claim, ratify and confirm unto the said *W. L.* in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *J. G. T. H. W. W.* of *B. S.* lord bishop of *G. G. G. R. G. J. G.* (party hereto) and *M.* his wife in consideration of 5 s. by indenture bearing date the day next before the day of the date hereof, sealed and executed before the sealing and execution of these presents for term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force and virtue of the statute made for transferring of uses into possession,) and his heirs, *All* and every the lands, tenements and hereditaments whatsoever, which is or are freehold, situate, lying and being in the townships, villages, hamlets or tythings of *L.* and *R.* and parish of *E.* aforesaid, or any of them in the said county of *S.* whereof or wherein the said *T. G.* deceased, Sir *T. G.* and *E. G.* or any of them, were or was seised or had, or were, or was intitled to any estate of freehold or inheritance and which were the estate of the said Sir *T. G.* at the time of his becoming bankrupt as aforesaid, and *All* ways, water-courses, common of pasture, rights, liberties, privileges and appurtenances whatsoever to the said lands, tenements and hereditaments hereby released or mentioned, or intended so to be, belonging, or in any wise appertaining, or therewith, or with any of them usually held, occupied or enjoyed, and the reversion and reversions, remainder and remainders

rents

rents, issues and profits of all and singular the said lands, tenements, hereditaments and premisses hereby released or mentioned, and intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, use, trust, possession, property, claim and demand whatsoever, in law and equity, of them the said *J. G. T. H. H. W.* *W.* of *B. S.* lord bishop of *G. G. R. G. T. G.* (party hereto) and *M.* his wife and each and every of them, of, in, to and out of the same lands, tenements, hereditaments and premisses, and every or any part or parts thereof, and all such deeds, writings, evidences, escripts, and muniments whatsoever, which solely relate to or concern the said hereditaments and premisses hereby released or intended so to be or any part thereof, and not to any other messuages, lands, tenements or hereditaments, and the true attested copies of all such other deeds, writings, evidences, escripts and muniments whatsoever, which relate to or concern the said hereditaments and premisses intended to be hereby released, or any part thereof, jointly with other messuages, lands, tenements or hereditaments as they the said *J. G. T. H. H.* of *W. W.* of *B. S.* lord bishop of *G. G. R. G. T. G.* (party hereto,) and *M.* his wife, have or hath in their or any of their hands, custody or power, or, which they or any of them can or may come by without suit at law, or in equity; such copies to be made, written and attested at the expence of them the said *J. G.* and *T. H. H.* as assignees of the estate and effects of the said Sir *T. G.* the bankrupt deceased, *To have and to hold*, all and singular the said lands, tenements, hereditaments and premisses hereby released or mentioned, and intended so to be, and every part or parcel thereof, with their and every of their appurtenances unto the said *W. L.* his heirs and assigns, to the only proper use and behoof of the said *W. L.* his heirs and assigns for evermore, *And this Indenture also witnesseth*, that for the considerations aforesaid, they the said *J. G. T. H. H. W. W.* of *B. S.* lord bishop of *G. G. R. G. T. G.* (party hereto,) and *M.* his wife have, and each and every of them hath remised, released and for ever quitted claim, and by these presents do, and each and every of them doth remise, release and for ever quit claim unto the said *W. L.* and his heirs, all the right, title, interest, claim and demand whatsoever, of them the said *J. G. T. H. W. W.* of *B. S.* lord bishop of *G. G. R. G. T. G.* (party hereto) and *M.* his wife and each and every of them, in, to or out of the said copyhold, manor, messuages, lands, tenements and premisses, situate, lying and being in the rythings of *L.* and *R.* aforesaid, or one of them, or within the said parish of *E.* to which the said *W. L.* hath been so admitted as aforesaid, and every or any of them, and every or any part or parts thereof, with their and every of their appurtenances, *And* the said *W. W.* of *B.* and *S.* lord bishop of *G.* do hereby for themselves, severally and not jointly or the one for the other of them, and for the heirs, executors and administrators, acts or deeds of the other of them, but each of them for himself, and for his own several and respective heirs, executors, administrators, acts and deeds only covenant, promise and agree to and with the said *W. L.* his heirs and assigns, that they the said *W. W.* of *B.* and *S.* lord bishop of *G.* or either of them have not and hath not at any time heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter or thing whatsoever, (save and except such as are hereinbefore

Habendum.

Release of the right, title, &c. of the assignees, mortgagees, &c.

Several covenants from the mortgagees that they have not incumbered the said freehold and copyhold premisses.

before

Leases and Releases.

Covenant from
the assignees,
&c.

That they have
done no act to
incumber said
freehold and co-
pyhold pre-
misses.

And for further
assurance.

before mentioned and recited), whereby or wherewith, or by reason or means whereof the said lands, tenements, hereditaments and premises hereby released or mentioned, or intended so to be, or any of them, or the said copyhold, manor, messuages, lands, tenements, and premises to which the said *W. L.* hath been so admitted as aforesaid, or any of them are or is, or may, can or shall be any ways impeached, charged, affected or incumbered in title, charge, estate or otherwise howsoever, And the said *J. G.* for himself, his heirs, executors and administrators, and the said *T. H. H.* for himself, his heirs, executors and administrators, and the said *G. G.* for himself, his heirs, executors and administrators, and the said *R. G.* for himself, his heirs, executors and administrators, and the said *T. G.* party hereto for himself and the said *M.* his wife, and for his and their heirs, executors and administrators, do severally and not jointly or the one for the other or others of them, or for the acts, deeds, defaults, heirs, executors or administrators of the other or others of them, but each of them for himself, and for his and her own acts, deeds, defaults, heirs, executors and administrators only, covenant, promise, grant and agree to and with the said *W. L.* his heirs and assigns, by these presents in manner following, that is to say, that they the said *J. G. T. H. H. G. G. R. R. G.* (party hereto) and *M.* his wife or any of them, have not, and hath not at any time or times heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter, or thing whatsoever, (save and except such as are hereinbefore mentioned and recited,) whereby or wherewith, or by reason or means whereof the said lands, tenements, hereditaments and premises hereby released, or mentioned, or intended so to be, or any of them, or the said copyhold manors, messuages, lands, tenements and premises to which the said *W. L.* hath been so admitted as aforesaid, or any of them are or is, or may, can or shall be any ways impeached, charged, affected or incumbered in title, charge, estate or otherwise howsoever, And further that they the said *J. G. T. H. H. G. G. R. G. T. G.* and *M.* his wife, and their heirs, and all and every other person and persons whatsoever, having or lawfully or equitably claiming or to claim any estate, right, title or interest, of, in or to the said freehold and copyhold manor, messuages, lands, tenements, hereditaments, and premises or any of them, or any part or parts thereof, by, from, under or in trust for them, or any of them, shall and will from time to time, and at all times within the term of twenty years next ensuing the date hereof, upon the reasonable request, and at the proper costs and charges in the law of the said *W. L.* his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devises, conveyances and assurances in the law whatsoever, for the further and better, more perfect and absolute surrendering and assuring the said freehold and copyhold manor, messuages, lands, tenements, hereditaments and premises, and every or any of them with their appurtenances, unto and to the use of the said *W. L.* his heirs and assigns, according to the true intent and meaning of these presents, and the aforesaid surrender of the 3d day of April last, as by the said *W. L.* his heirs or assigns, or his, or their counsel in the law shall be lawfully

lawfully and reasonably devised or advised and required, To as such further assurances contain in them no further or other warranty, or covenant than against the person or persons who shall make or do the same, and his, her or their own heirs, acts and deeds only, and so as the party or parties who shall be requested to make such further assurances be not compelled or compellable, for making or doing thereof, to go or travel from his, her or their respective dwellings or places of abode, And lastly, the said G. G. and R. G. do hereby for themselves, their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said W. L. his heirs and assigns, that they the said G. G. and R. G. or one of them, their or one of their heirs or assigns, shall and will at any time or times hereafter, within the space of sixty years next ensuing the date hereof, (in case the several deeds hereinafter mentioned shall then be in their custody, possession or power, by virtue and in right of the said several recited mortgage, securities or either of them, or of the residuary devisee in the said recited will of the said Sir T. G. deceased, and unless hindered or prevented by fire, or other inevitable accident,) produce and shew forth, or cause to be produced and shewn forth unto the said W. L. his heirs and assigns, or to his, or their agents or counsel, or at any trial or hearing in any court of law or equity, or elsewhere, as occasion shall be and require, the said recited indentures of lease and release, bearing date respectively the 30th day of June, and the 1st day of July, which were in the year of our Lord 1732, and made between the said Sir T. G. deceased, (then T. G. esq.) of the one part, and the said W. W. of the other part, together with the said recited deed poll indorsed on the same release, the said recited indentures of lease and release, bearing date respectively the 6th and 7th days of December, in the year of our Lord 1733, and made or mentioned to be made between the said Sir T. G. deceased, (then T. G. esq.) of the one part, and the said E. G. of the other part, the said recited indentures of lease and release, bearing date respectively the 21st and 22d days of August 1737, the release being tripartite and made or mentioned to be made, between the said W. W. of the first part, the said Sir T. G. deceased, (then T. G. esq.) of the second part, and the said E. G. of the third part, the said recited indentures of lease and release, bearing date respectively the 23d and 24th days of August, in the year of our Lord 1737, and made or mentioned to be made, between the said Sir T. G. (then T. G. esq.) of the one part, and the said E. G. deceased, of the other part, the said recited indentures of lease and release, bearing date respectively the 5th and 6th days of December, in the year of our Lord 1739, and made or mentioned to be made, between the said Sir T. G. (then T. G. esq.) of the one part, and the said G. G. and R. G. of the other part, the said recited indentures of lease and release, bearing date respectively the 23d and 24th days of January, in the year of our Lord 1750, and made or mentioned to be made, between the said Sir T. G. of the one part, and the said T. G. of the other part, the said recited indenture of bargain and sale indorsed bearing date the 25th day of March, in the year of our Lord 1765, and made or mentioned to be made, between the said J. M. T. W. T. B. and W. B. of the one part, and the said J. G. and T. H. H. of the other part, the said recited indentures of lease and release, bearing date respectively the 17th and 18th days of January, in the year

Covenant from the devisees to produce title deeds.

year of our Lord 1766, and made or mentioned to be made, between said *G. G.* and *R. G.* of the one part and the said *W. W.* of *B.* of the other part, together with the said recited deed poll indorsed on the said last mentioned indenture of release, and the said recited indenture bearing date the 10th day of *February*, in the year of our Lord 1766; and made or mentioned to be made, between the said *G. G.* and *R. G.* of the one part, and the said *S.* lord bishop of *G.* of the other part, or any of them, for the better evidencing, proving, maintaining and defending the right and title of him the said *W. L.* his heirs and assigns, in, and to the said premises hereby released or mentioned, or intended so to be released unto and to the use of him and his heirs as aforesaid, *In Witness* whereof the parties first above-named, have to these presents interchangeably set their hands and seals the day and year first above written.

Release from the Releasors in the preceding Conveyance to the Trustee therein named, declaring the Purchase made in Trust for him.

Recital of preceding conveyance.

Declaration of trust.

THIS Indenture, made, &c. Between *H.* of ——— and *J.* of ——— of the one part, and *E.* of ——— of the other part. *Whereas* by lease and release tripartite, &c. (Recital of the last conveyance) relation, &c. Now this Indenture witnesseth, that the said *H.* and *J.* do hereby for themselves, their heirs, executors, administrators and assigns, severally acknowledge and declare the said sum of 1100 l. the consideration money mentioned to be by them paid, in and by the said recited indenture of release, for the purchase of the premises to them conveyed as aforesaid, was the proper money of and belonging to the said *E.* and that the said messuage, &c. in and by the said recited indentures of lease and release, mentioned or intended to be granted, sold, released and conveyed, are so granted, sold, released and conveyed unto them the said *H.* and *J.* and their names are used in the said recited indentures in trust only, and for the use of the said *E.* his heirs and assigns, and for no other use or purpose: And therefore this Indenture further witnesseth, that they the said *H.* and *J.* in pursuance of the trust in them reposed as aforesaid and in consideration of 5 s. a-piece lawful, &c. well and truly paid by the said *E.* the receipt, &c. they the said *H.* and *J.* Have and each of them Hath granted, &c. and by, &c. Do, and each of them Doth grant, &c. unto the said *E.* (in his actual possession, &c. by the said *H.* and *J.* by indenture, &c.) and to the heirs and assigns of the said *E.* for ever, All that, &c. of them, the said *H.* and *J.* and either of them, of, in, to, &c. by virtue of the said recited indentures of lease and release, and by any other ways or means whatsoever or howsoever; together with all and singular deeds, &c. To have and to hold, &c. (Add a Covenant that the releasors have not incumbered). In Witness, &c.

A Transf

A Transfer (by Lease and Release) of two several Mortgages in Fee, in one whereof an infant Heir conveys, by virtue of the Statute of 7 Annz.

THIS Indenture of four parts, made, &c. Between J. D. of, &c. and M. his wife of the first part, H. M. B. of, &c. and T. B. of, &c. an infant under the age of 21 years, that is to say, of the age of 18 years or thereabouts, grandsons and residuary legatees named in the last will and testament of J. M. late of, &c. deceased; which said H. M. is also heir at law of the said J. M. J. V. of, &c. surviving executor and trustee of the last will and testament of the said J. M. of the second part, R. E. of, &c. of the third part, and E. J. of, &c. of the fourth part. Whereas by indenture of lease and release, the lease bearing date, &c. and the said release bearing date the 2d day of March, &c. and made, &c. between R. E. of, &c. and E. his wife of the one part, and the said J. M. of the other part (reciting as in the said indenture of release is recited) they the said R. E. and E. his wife, for and in consideration of the sum of 60*l.* of, &c. did bargain, &c. unto and to the use of the said J. M. her heirs and assigns, all those two messuages, &c. to hold the said messuages, &c. unto and to the use of the said J. M. her heirs and assigns for ever, *defeasible nevertheless, and subject* to a proviso or condition in the said recited indenture of release contained, for making void thereof on payment of the sum of 168*l.* of, &c. by the said R. E. his, &c. unto the said J. M. her, &c. on the day and times, in manner and form as in the said recited indenture of release is particularly mentioned, as in and by, &c. And whereas the said J. M. is since dead, having first duly made and published her last will and testament in writing, bearing date, &c. whereby she gave and advised all her real and personal estates unto her grandsons the said H. M. B. and his brother T. B. equally to be divided between them, and made and appointed J. B. and J. D. both since deceased, and the said J. V. executors and trustee of her said will; And whereas by indentures of lease and release bearing date respectively the 16 and 17 days of June, &c. and made, &c. between the said R. E. and E. his wife of the one part, and the said J. D. of the other part, the said indenture of release, reciting the said indenture of lease and release of the first and second of March, &c. herein before recited, and also reciting, that there was the sum of 196*l.* due to the executors of the said J. M. for principal and interest, on the said recited mortgage, and that the said J. D. had purchased of the said R. E. and E. his wife, the equity of redemption of the said mortgaged premises, they the said R. E. and E. his wife, in consideration of 196*l.* to be paid to the said H. M. B. and T. B. and of 40*l.* in hand paid to the said R. E.

Recitals.

As to a mortgage in fee from R. E. and E. his wife, to J. M.

J. M.'s death, H. M. B. and T. B. the (infant) devisees.

Conveyance of the equity of redemption to J. D.

did

J. D.'s conveyance thereof to R. B.

did bargain, sell, release and confirm unto the said J. D. his heirs and assigns, all those the said two messuages, &c. herein before particularly mentioned, and in and by the said first recited indentures of lease and release bargained and released; To hold the same unto the said J. D. his heirs and assigns for ever; subject nevertheless to the payment of the sum of 196 l. to be paid at Michaelmas then next, with the interest from thence to grow due on the said recited mortgage made to the said J. M. as aforesaid, as in and by the said recited indentures of lease and release, relation, &c. And whereas by indentures of lease and release bearing date respectively the 7th and 8th days of May, &c. and made, &c. between the said J. D. and M. his wife, of the one part, and the said R. B. of the other part, reciting in the said indenture of release, the said first recited indenture of lease and release of the first and second of March, &c. to the said J. M. by the said J. D. and M. his wife, in consideration of the sum of 200 l. to the said J. D. paid by the said R. B. did bargain, &c. unto the said R. B. his, &c. all those the said two messuages, &c. herein before particularly mentioned, and in and by the recited indentures of lease and release bargained and released, and also all that messuage, &c. as also, &c. To hold the same unto and to the use of the said R. B. his heirs and assigns for ever; subject nevertheless to the said herein before recited mortgage, made as aforesaid to the said J. M. and defeasible nevertheless, and subject to a proviso or condition in the said recited indenture of release contained, for making void thereof on payment of the sum of 200 l. of, &c. with lawful interest for the same, by the said J. D. his, &c. unto the said R. B. his, &c. on the days and times, and in manner and form as in the said last recited indenture of release is particularly mentioned, as in and by, &c. And whereas in Easter term in, &c. one fine sur

A fine levied by R. B. and J. D. consue de droit come ceo, &c. was had and levied of all and singular the premises above mentioned in his majesty's court of C. P. at Westminster, wherein R. B. plaintiff, and J. D. and M. his wife defendants, by the name of three messuages, &c. with the appertinances in, &c.

The uses not declared.
the use and uses of which said fine have not been declared by any of the parties thereto: And whereas the said J. D. hath paid and satisfied all interest due on the said recited mortgage to the day of the date of these presents, so that there remained due on the said first recited mortgage to the said H. M. B. and T. B. as devisees and residuary legatees in the will of the said J. M. the sum of 160 l. only and no more: And whereas the said J. D. hath also paid and satisfied to the said R. B. all interest due on the said last recited mortgage made to the said R. B. the day of the date of these presents, and also the sum of 40 l. part of the said principal sum of 200 l. so that there only remains due to the said R. B. on the said last recited mortgage the sum of 160 l. And whereas by virtue of and in pursuance of an act of parliament made in the seventh year of the reign of her late majesty queen Anne, (intituled An act to enable infants who are seised or possessed of estates in fee simple, trust, or by way of mortgage, to make conveyances of such estates) the said T. B. hath, by an order of the high court of chancery on a petition of the said J. D. been directed to convey the premises hereinbefore mentioned unto and to the use of the said E. J. her heirs and assigns for ever: Now this Indenture witnesseth, that for and in consideration of

As to J. D. having paid the interest and what now due.
As to the act of parliament of the 7th of queen Anne, for enabling infants to convey, an order in chancery.

Consideration.

sum of 160 l. of, &c. to the said J. V. (by and with the direction and consent of the said H. M. B. and T. B. testified, &c. and as by and with the direction, privity and consent of the said J. D. testified also by, &c.) in hand paid by the said E. J. at, &c. in full of all monies due and owing on the said first recited mortgage, And also for and in consideration of the further sum of 160 l. of, &c. to the said R. B. (by and with the direction and consent of the said J. D. testified, &c.) in hand also paid by the said E. J. at, &c. the receipt or payment of which said several sums of 160 l. and 160 l. they the said H. M. B. and T. B. J. V. and R. B. and each and every of them do and doth hereby respectively acknowledge, and thereof, &c. and also for and in consideration of the sum of 5 s. of, &c. in hand paid to the said J. D. by the said E. J. at, &c. the receipt, &c. the said H. M. B. and the said T. B. by virtue of and in pursuance of the said act of parliament, and in obedience to the said order of the high court of chancery (by and with the privity and consent of the said J. V. and of the said J. D. testified, &c.) and also the said R. B. (by and with the privity and consent of the said J. D. testified, &c.) and also the said J. D. Have, and each and every of them the said H. M. B. T. B. R. B. and J. D. *Relcase.* Hath bargained, sold, assigned, aliened, released and confirmed, and by these presents (with the like privity and consent) Do, and each and every of them Doth bargain, &c. unto the said E. J. (in her actual possession, &c.) and to her heirs, All those, &c. To have and to hold the said messuages, &c. and all and singular, &c. unto the said E. J. her heirs and assigns, to the only proper use and behoof of the said E. J. her heirs and assigns for ever: *Provided always nevertheless,* and it is hereby declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them and these presents is, that if the said J. D. his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid to the said E. J. her heirs, executors, administrators or assigns, the full and just sum of 336 l. of, &c. in manner and form following, that is to say, the sum of 8 l. part thereof, at or upon the 23d day of June next ensuing the date hereof, the further sum of 328 l. residue thereof, at or upon the 23d day of December next ensuing the date hereof, and which will be in the year of our Lord 17— without making any deduction, defalcation or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payment or other matter or thing whatsoever, that then and from thenceforth the said J. D. his heirs and assigns, shall stand and be seised of the messuages, &c. herein before mentioned; In Trust, to permit and suffer the said J. D. his heirs and assigns, to take and receive to his and their own use the rents and profits thereof. (Covenant for further assurance; to pay 336 l. mortgage money; done no act to in-
under; to stand seised till estate perfected; good right, &c. that a fine
shall be to such use). In Witness, &c.

Conveyance by Lease and Release of the Reversion of an Estate after the Death of Tenant for Life.

THIS Indenture, made, &c. Between J. B. H. of London, gent. only son and heir of J. B. H. late of, M. &c. deceased, of the one part, and A. D. of L. widow, of the other part, Witness, that for and in consideration of the sum of 200 l. of, &c. He the said J. B. H. Hath granted, bargained, sold, released and confirmed, and by these presents Doth, &c. unto the said A. D. (in her actual possession, &c.) and to her heirs, All those, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said messuages or tenements, lands and premises, and also all the estate, &c. of him the said J. B. H. of, in, to or out of the said premises, or any part or parts thereof, and all deeds, &c. To have and to hold the said messuages, or tenements, lands, hereditaments, and all and singular the premises herein before mentioned, and intended to be hereby granted and released, with their und every of their appurtenances, unto the said A. D. her heirs and assigns, to the use and behoof of the said A. D. her heirs and assigns for ever. *Subject nevertheless to the estate for life of A. H. widow of the said J. H. and mother of the said J. B. H. which she may claim by virtue of an indenture tripartite, bearing date the, &c. made and mentioned to be made between the said J. H. of the first part, M. C. of, &c. in the county of, &c. widow, the relict of J. D. then late of W. in the said county of, &c. gent. N. D. of M. aforesaid, gent. J. D. of the parish of St. S. S. in the county of S. haberdasher, and W. H. of A. next R. in the said county of K. of the second part, and the said A. H. by her then name A. D. and M. of the third part, And (Covenants to levy a fine; lawfully seized, &c. the usual covenants excepting the estate for life.) In Witness, &c.*

A Conveyance of a Bankrupt's Estate from Trustees to a Purchaser in pursuance of a Decree in Chancery.

THIS Indenture of three parts, made the, &c. Between J. G. &c. R. C. of, &c. and E. R. of, &c. widow, relict and administratrix of J. R. late of, &c. deceased, (which said J. R. was only son and issue of R. R. who was the eldest son and issue of W. and also nephew and heir at law to, and also devisee of the lands

tenements herein after granted and conveyed of and under the last will and testament of R. R. heretofore, of, &c. deceased), of the first part, E. G. of, &c. of the second part, and T. G. of, &c. of the third part. Whereas, &c. (Recital of a mortgage for a term of years from R. R. to P. J. for 300 l.) And whereas the said J. R. some time after making and executing the said indentures of mortgage before mentioned and recited, became a bankrupt, and a commission of bankruptcy was awarded against him in such manner and directed to such commissioners, whereon there were such proceedings had; as are herein after mentioned and recited; And whereas by indenture of bargain and sale bearing date on or about the 12th day of August, &c. made, &c. between W. P. Esq; L. K. and J. C. gent. of the one part, and S. W. of, &c. of the other part, reciting as therein is recited, and to the effect following, (to wit) that a commission of bankruptcy under the great seal of Great Britain, bearing date at Westminster the 23d day of July then last past, and grounded upon the several statutes made concerning bankrupts, had been awarded against the said J. R. by the name of J. R. late of &c. and directed unto the said W. P. L. K. and J. C. and unto J. G. Esq; and A. G. gent. thereby giving full power and authority to them the said commissioners, four or three of them (whereof the said W. P. and J. C. was to be one) to execute the said commission, as in and by the said commission, relation being thereunto had, would more fully appear; and that the said W. P. L. K. and J. C. (being the major part of the commissioners in the said commission named) began to put the said commission in execution, and upon due examination of witnesses and other good proofs before them taken, had found that the said J. R. was long before the date and suing forth the said commission, a dealer in stuffs, silks, linnen and other goods, and endeavoured to get his livelihood by buying of silks, stuffs, linnen and other goods, as aforesaid, and by reason thereof became indebted unto the said S. W. in the sum of 47 l. and to several other his creditors in divers and large sums of money, and that the said J. R. being so indebted as aforesaid before the date and suing forth the said commission, in the judgment of the said W. P. L. K. and J. C. became bankrupt to all intents and purposes within the compass, true intent and meaning of the several statutes made concerning bankrupts, some or one of them, and that the said commissioners, in the execution of the before recited commission, and the statutes therein mentioned, had likewise found, or it otherwise appeared unto them, that the said J. R. at such time as he became a bankrupt as aforesaid, was seised or possessed of or entitled unto an estate of inheritance in fee-simple, fee-tail, or some other estate of inheritance, or other estate in reversion, remainder or expectancy, of and in the messuages, lands, tenements and hereditaments herein before mentioned. and herein after bargained and sold; They the said W. P. L. K. and J. C. for further execution of the said commission, and of the statutes therein mentioned, and by force and virtue of the same, and of the power and authority to them thereby given, and also for and in consideration of the covenants therein after on the part of him the said S. W. his heirs, executors and administrators, covenanted to be performed, fulfilled and done, did, as much as in them lay, and they lawfully might, order, bargain and sell unto him the said S. W. his heirs and assigns for ever, and singular the messuages, lands, tenements and hereditaments, and

As to the mortgage becoming a bankrupt.

Commission, &c.

As to the bargain and sale

of the bankrupt's real estate to an assignee, whereof part were the mortgaged premises;

To hold to the assignee in trust to sell the same subject to the paying of mortgage monies, and the overplus to go amongst the creditors.

As to a conveyance from the mortgagee and the assignee, to Mr G. and Mr. C. two trustees of the bankrupt's estate upon several trusts, &c.

premises herein before mentioned to be situate, &c. with their and every of their rights, &c. and also all that messuage or tenement, situate, &c. and also all other the manors, lands, tenements and hereditaments of him the said J. R. or any other in trust for him, or wherein and whereunto the said J. R. then was, or at the time he became a bankrupt, was seised of, interested in, or intitled unto, in law or in equity, situate, &c. and the reversion, &c. and all the estate, &c. which be the said J. R. or any other person or persons in trust for him, then had, or at such time as he the said J. R. became a bankrupt, had or should, or of right ought to have or claim, in, to or out of the said premises, every or any part or parcel of them, or either of them, and also all the estate, right, title, interest, claim and demand whatsoever, both in law and in equity, which they the said commissioners, parties thereto, by virtue of the said commission or the statutes therein mentioned, then had, of, in, to or out of the said premises, or any part or parcel of them, any or either of them; *To hold* the said messuage or tenement, lands, hereditaments and premises, in and by the said hereby recited indenture ordered, bargained and sold or meant to be bargained and sold, with their and every of their appurtenances, unto the said S. W. his heirs and assigns, *To the Use* of him the said S. W. his heirs and assigns for ever; *Upon Trust nevertheless*, and to the intent that the said S. W. his heirs and assigns, did and should, with all convenient speed, sell and dispose of the said messuage or tenement, lands, hereditaments and premises, and every part and parcel thereof, at the best price that could be had or gotten for the same by him or them for the equal and proportionable benefit and advantage (after payment of, and discharging all money justly due and owing on all and every mortgage or mortgages made of the said premises, every or any of them, before the said J. R. became a bankrupt) of him the said S. W. and all such other the creditors of the said J. R. which had then already sought, or should then after in due time seek relief by virtue of the said commission, and contribute towards the charges thereof, according to the direction and limitation of the said several statutes in that case made and provided; so far as the same should amount to satisfy such creditors their respective debts and also the charges of suing out, and otherwise proceeding on the said commission; and as to the residue and surplusage of the same (if any there be) *in Trust* for the said J. R. his executors, administrators and assigns according to the several statutes, and the true intent and meaning of them, and to and for no other use, intent or purpose whatsoever, as in and by the said last recited indenture, commission and proceedings of the commissioners, relation, &c. *And whereas* by indentures of lease and release, bearing date respectively the 16th and 17th days of July 1734 the said release being *quadrupartite*, and made or mentioned to be made between the said J. R. and E. C. of the first part, the said S. W. of the second part, and the said J. G. and R. C. of the third part, (recited to the effect before recited) and also that the said messuages, lands, tenements and hereditaments, and other the estate of the said J. R. as aforesaid granted and assigned by the said P. J. to the said E. C. and the reversion thereof, so as aforesaid, bargained and sold by the said W. P. L. K. and J. C. unto the said S. W. were of greater value and more than sufficient to satisfy and pay all the just debts of the said J. R. due and owing to the said E. C. S. W. and all his other creditors

tors, and for and in consideration of the further sum of 650 *l.* then or before advanced and lent by the said *E. C.* unto the said *S. W.* in order to pay the debts of the said *J. R.* and for the securing the repayment of the said sum of 650 *l.* with interest, as well as of the before mentioned sum of 600 *l.* with interest, and also of all such other sums and interest, as the said *E. C.* should pay and advance for and towards the clearing and discharging the debts of the said *J. R.* and for the preventing the absolute sale of the said premises, and securing the speedy payment of the said *E. C. S. W.* and the rest of the creditors of the said *J. R.* their several and respective debts, and other considerations in the said release mentioned; he the said *S. W.* by and with the consent and approbation of the said *J. R.* did grant and convey unto the said *J. G.* and *R. C.* and their heirs, *To the Use* of the said *J. G.* and *R. C.* and their heirs, all and singular the said messuages, lands, tenements, hereditaments and premises, upon such trusts as in the said indenture of release are mentioned and declared; (that is to say) *upon trust*, that in case the said *J. R.* his heirs or assigns, or some or one of them, should not, within the space of six months next ensuing the date of the said last recited indenture of release, well and truly pay, or cause to be paid unto the said *E. C.* and *S. W.* and all and every other his creditors, all such sum and sums of money as should be duly proved to be justly due and owing to them, and each of them respectively, by and from the said *J. R.* that then and in such case they the said *J. G.* and *R. C.* and the survivor of them, his heirs or assigns, did and should sell, or otherwise dispose (in such manner as they, or the survivor of them, his heirs or assigns, should think fit) all and singular the said premises, or so much of the same, as should be sufficient by the money arising by the sale or mortgage thereof, in the first place, to pay and retain to themselves all such costs and charges, as they or either of them should sustain or be put unto, for, about or concerning the said trusts; and in the next place, so much as should be sufficient to pay off and discharge all and every the debts, which then already were or should be duly proved to be due and owing by and from the said *J. R.* to the said *E. C.* and *S. W.* and all other creditors, and did and should pay the same accordingly, and did and should by the surplusage of such money (if any there should be) to the said *J. R.* his executors, administrators or assigns; and from and after the before mentioned trusts performed, upon trust that they the said *J. G.* and *R. C.* and the survivor of them, or the heirs of such survivor, did and should re-convey unto the said *J. R.* and his heirs, or to such other person or persons as he should nominate and appoint, all such of the said premises as should not be sold for the purposes aforesaid; and that from thenceforth, and after all the said trusts performed, the said commission, the costs and charges of the said *J. R.* his executors or administrators, should and might be superseded: *And whereas* the said *J. R.* died this life sometime in or about the month of ——— in the year ——— before any sale made of the said premises, or of any part thereof, or before any of the trusts in the said last recited indenture of release were fulfilled or performed, and without having superseded the said commission of bankrupt, (which is still in being and in force) leaving the said *E. R.* his widow, and *R. R.* an infant, his eldest son and whereupon the said *J. G.* and *R. C.* refused or neglected to act in and the said trusts reposed in them as aforesaid, by the said last recited indenture

As to bankrupt's death before sale of the premises upon the trusts aforesaid, and leaving his wife and an infant son, the trustees

refusing to act.

As to a bill brought by a mortgagee against the widow, infant and trustees.

As to prayer of mortgagee's bill.

As to a decretal order.

As to master's report.

As to a person's bidding in trust for Mr. C. the purchaser for.

indenture of release: *And whereas* the said E. C. exhibited his bill of complaint in the high court of chancery, sometime in or about ——— term in the year ——— against the said J. W. E. R. R. R. the infant, J. G. and R. C. therein setting forth the substance of the several deeds and conveyances before mentioned and recited, and also the death of the said J. R. and that he the said E. C. had not been paid any part of the respective sums of money above mentioned to be due to him, and that the said J. G. and R. C. refused to act in the said trust, the said E. C. by his said bill therefore prayed, that the said trust declared and expressed in the said indenture of release, bearing date the 17th day of July 1730, might be performed, and the said E. C. be otherwise relieved, as the nature of his case did require; to which said bill all the said defendants having put in their answers, and the said cause being at issue and coming on to be heard before his Honor the master of the Rolls, on or about the 9th day of June 1736, his Honor did think fit, and so ordered and decreed, that it should be referred to Mr. B. one of the masters of this court, to compute what is due to the said E. C. the plaintiff, for principal and interest on his said mortgage; and also that the said master should take an account of all other the debts of the said J. R. and for that purpose, that the said master should cause an advertisement to be published in the *London Gazette*, for the creditors of the said J. R. to come in and prove their debts before him by a time to be therein limited, or in default thereof, that they would be excluded the benefit of the said decree; and the said master was also directed to enquire whether the defendant the said E. R. be entitled to dower, or not; in case the said master should find that she is intitled to dower, then he was to set a value thereon, and to tax all parties their costs of this suit; and in order to raise money to answer the purposes aforesaid, it is ordered and decreed, that so much of the real estate of the said J. R. as should be necessary, should be sold, with the approbation of the said master, to the best purchaser or purchasers that could be found for the same, in which sale all proper parties are to join, as the said master should direct; and out of the money arising by such sale, all parties are in the first place to be paid their said costs, and the defendant the said E. R. is in the next place (in case the said master should find she is entitled to dower) to be thereout paid what the said master should value her dower at, and then the plaintiff is to be paid what the said master should certify to be due to him for principal and interest as aforesaid; and out of the residue of the money arising by such sale, the other creditors of the said J. R. are to be paid what the said master should certify to be due to them respectively, as in and by the said bill, answers and decree, relation hereunto had, doth more fully and at large appear: *And whereas* the said master B. in pursuance of the said decree, made his report in the said cause on or about the fifth day of February last past, and did thereby certify that he conceived it would be necessary to sell the whole of the said real estate of the said J. R. to answer the purposes in the said decree mentioned, and that he had therefore caused the sale to be duly advertised in the *London Gazette*, and that in pursuance of such notice had been attended by several persons proposing to purchase the same, that Mr. J. M. in the name and on the behalf of the said J. C. proposed to give for the said estate 2020*l.* which sum being the most

had been bid for the same, he had allowed the said J. R. on the behalf of the said T. C. to be the best purchaser for the said real estate: And whereas the said report was by an order of the said court of chancery bearing date on or about the 10th day of February last past, confirmed, unless cause should be shewn to the contrary, within eight days after notice thereof to the plaintiff and defendant's respective clerks in court, and which said last mentioned order was made absolute by another order of the said court bearing date on or about the 12th day of March last past: And whereas the said master by his report, bearing date on or about the 25th day of June last past, proceeded to take an account in the said cause, of what is due to the said E. C. for principal and interest upon the said premises and found the same to amount to the sum of 1748 l. 11 s. 4 d. and also to take an account of all other the debts of the said J. R. and for that purpose had caused two several advertisements to be inserted in the *London Gazette*, for the creditors of the said J. R. to come in and prove their debts before the said master, by a time in the said advertisement limited, and long since past; and in default thereof, that they would be excluded the benefit of the said decree, and certified that the same (exclusive of what was due to the said E. C.) amounted to the sum of 267 l. 10 s. 5 d. and also proceeded to enquire whether the said E. R. was entitled to dower or not, from the said estate, and found that she was intitled to dower, and that he had valued the same at the sum of 92 l. 13 s. 4 d. and that he had also considered of the plaintiff's bill of costs, and also of all the defendants bill of costs, and had taxed the plaintiff's bill of costs at the sum of 122 l. 6 s. and the defendant J. W.'s bill of costs at the sum of 14 l. 12 s. 8 d. and the bills of costs of all the other the defendants, at the sum of 33 l. 9 s. 4 d. the costs of all the said parties taxed as aforesaid, amounting in the whole to the sum of 170 l. 11 s. 6 d. and that, in order to raise money for the purpose aforesaid, he had caused the sale of the said J. R.'s real estate in the said county of S. to be advertised as aforesaid, and that he had allowed the said J. K. on the behalf of the said T. C. the best purchaser of the real estate aforesaid, at the said sum of 2020 l. and that out of the said sum of 170 l. 11 s. 6 d. taxed for the costs of the several parties in the said suit, was to be paid in the first place, in the several proportions before mentioned; that the said E. R. was, in the next place, to be paid the said sum of 92 l. 13 s. 4 d. the value of her dower; and that the plaintiff, E. C. in the next place, was to be paid the sum of 1748 l. 11 s. 4 d. certified to be due to him as aforesaid, for principal and interest on the said mortgaged premises; and that after payment of the said several sums, the residue of the said purchase money would be the sum of 8 l. 3 s. 10 d. and no more, for payment of the other creditors of the said J. R. who had proved their debts before the said master, as by the last mentioned report, which was afterwards confirmed and made absolute by order of the said court of chancery, on or about the fifth day of this instant July) relation, &c. Now this Indenture witnesseth, that the said J. C. R. C. and Consideration, &c. in pursuance of the said decree, reports, orders and proceedings before mentioned, and by and with the approbation of the said master, and also by and with the consent of the said E. C. testified by his being party to, and sealing and delivery hereof, for and in consideration of the

As to report being confirmed, unless cause.

As to subsequent report of debts due to the mortgagee and creditors, and costs to plaintiffs and defendants.

And as to dower.

Consideration.

Leases and Releases.

the above mentioned sums of 1748*l.* 11*s.* 4*d.* and 122*l.* 9*s.* 6*d.* due to the said *E. C.* for principal, interest and costs, as aforesaid, to him the said *E. C.* in hand paid by the said *T. C.* the receipt of which said sums the said *E. C.* doth hereby acknowledge; and also for and in consideration of the above mentioned sum of 12*l.* 13*s.* 4*d.* due to the said *E. R.* being the value estimated of her dower as aforesaid, and to her the said *E. R.* in hand paid by the said *T. C.* (the receipt whereof the said *E. R.* doth hereby acknowledge); and also for and in consideration of the above mentioned sum of 14*l.* 12*s.* 8*d.* due to the said *J. W.* in hand paid by the said *T. C.* (the receipt whereof is hereon indorsed and signed by the *J. W.*) and also for and in consideration of the above mentioned sum of 33*l.* 9*s.* 4*d.* in hand paid by the said *T. C.* unto *S. B.* of *Christ Church* aforesaid, gent. attorney and solicitor for all the other defendants in the said cause, being their costs taxed as aforesaid, (the receipt whereof is hereon indorsed and signed by the said *S. B.*) and also for and in consideration of the above mentioned sum of 8*l.* 3*s.* 10*d.* residue of the said purchase money, to them the said *J. G.* and *R. C.* in trust for the other creditors of the said *J. R.* who have proved their debts before the said master, (the receipt of which said last mentioned sum the said *J. G.* and *R. C.* do hereby acknowledge) Have bargained, sold, aliened, released and confirmed, and by these presents, they the said *J. G. R. C.* and *E. R.* Do bargain, sell, &c. unto the said *T. C.* his heirs and assigns (in the actual possession, &c.) All that, &c. To have and to hold the said messuage, lands, tenements and premises herein before mentioned and intended to be hereby released and conveyed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *T. C.* his heirs and assigns, To the Use of the said *T. C.* his heirs and assigns for ever And, &c. (covenant done; no act to incumber). In Witness, &c.

Release of a Moiety of a Pew in a Church.

TO all Persons to whom, &c. Whereas the said *A. B.* together with *C. D.* of the said parish of ——— gent. now are and stand seised to them and their heirs, in equal shares, viz. the said *A. B.* one in and to one undivided moiety or half part, and the said *C. D.* of, in and to the other undivided moiety or half-part, of and in ——— that pew or seat in the parish church of ——— aforesaid, and as the same now and late has been used, possessed and enjoyed by them the said *A. B.* and *C. D.* Now know ye, and these Presents witness, that for and in consideration of the sum of 6*l.* of lawful money of Great Britain by the said *C. D.* to the said *A. B.* in hand well and truly paid at, &c. in full for the absolute purchase of his the said *A. B.*'s undivided moiety or half-part of and in the said pew or seat, and of all his estate and interest therein, the receipt of, &c. and for divers other, &c. the said *A. B.* Has granted, bargained, sold, remised, released, quit-claimed

claimed and confirmed, and by these presents *Doth* freely and absolutely grant, &c. unto the said *C. D.* (in his actual and peaceable possession now being) and to his heirs and assigns, *All* that his the said *A. B.*'s undivided moiety or half-part of and in the said pew or seat in the parish of *M.* in the county of *G.* aforesaid, with its appurtenances; and all the estate, right, title, interest, inheritance, use, possession, reversion, remainder, yearly rent, profits, property, claim and demand whatsoever or howsoever, both in law and equity, of him the said *A. B.* or of any person or persons in trust for him, of, in or to the said hereby released premises, and every part and parcel thereof; *To have and to hold* the said hereby released undivided moiety or half part of the said pew or seat and premises, with its appurtenances, unto the said *C. D.* his heirs and assigns, to the only use and behoof of the said *C. D.* his heirs and assigns for ever: *And* the said *A. B.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *C. D.* his heirs and assigns, in manner as follows, *viz.* That he the said *A. B.* now hath in himself good right, full power, and absolute authority to release and convey the said undivided moiety of the said pew or seat, with its appurtenances, unto and to the use of the said *C. D.* his heirs and assigns, in manner as aforesaid; *And lastly*, that he the said *A. B.* and his heirs, shall and will, at any time hereafter, at the request and charge of the said *C. D.* his heirs and assigns, make, do and execute any further lawful and reasonable act, deed or thing in the law whatsoever, for the further, better and more effectual conveying, assuring and confirming of the said hereby released moiety of the said pew and premises with its appurtenances, unto and to the use of the said *C. D.* his heirs and assigns for ever, as by him or them, or his or their counsel learned in the law, shall in that behalf be reasonably advised or required. *In Witness* whereof the said *A. B.* hath hereunto set his hand and seal, &c.

Release of an Estate from the first Mortgagee and the Mortgagor to the second Mortgagee, in Consideration of his discharging the first Mortgage of the Money due on the Mortgage to him, and of a further Sum paid to the said Mortgagor.

THIS Indenture of three parts, made, &c. Between *E. J.* (first mortgagee) of — of the first part, *J. D.* (mortgagor) of — of the second part, and *J. B.* (second mortgagee and present purchaser) of — of the third part. *Whereas*, &c. [recital of a mortgage in fee to *E. J.* (party hereto) (reciting therein several mortgages, &c. and a fine levied to *R. B.* of all the premises); and of a declaration of the use of the fine (levied to *R. B.*) to *E. J.* vide *Tit. Covenants*; and a recital of a mortgage of part of the premises to *T. B.* party hereto.] *And whereas*

whereas the said J. D. made default in payment of the principal sum of ——— so secured to the said E. J. by the said recited indenture *quodam* partite of the ——— day of ——— and by reason of such non-payment thereof, the said ——— and premises therein comprised and conveyed, are now in law become absolutely vested in the said E. J. And whereas there is now justly due and owing from the said J. D. to the said E. J. for principal and interest, by virtue of the same indenture, in the whole the sum of ——— And whereas there is also due and owing from the said J. D. to the said T. B. by virtue of the said recited security so made to him as aforesaid, for principal and interest, in the whole the sum of ——— (Which said several sums of ——— and ——— so are respectively due and owing to the said E. J. and T. B. in the manner aforesaid, making together the sum of ——— is by him the said J. D. hereby agreed, acknowledged and declared so to be, testified by his executing these presents): And whereas the said J. D. (in consideration of the sum of ——— to be by the said T. B. now paid to the said E. J. in discharge of all monies now due to her upon the said recited security, and also in consideration of the said sum of ——— so now due from the said J. D. to the said T. B. by virtue of the said recited security so made to him as aforesaid, and also of the sum of ——— to be to him now paid by the said T. B. amounting in the whole to the sum of ——— hath agreed absolutely to grant, release and convey the said several messuages, lands, tenements, hereditaments and premises so respectively mortgaged as aforesaid, and all his estate, right, title, interest, equity and benefit of redemption whatsoever, of, in and to the premises and to the use of the said T. B. his heirs and assigns, in such manner as herein after is mentioned: Now this Indenture witnesseth, that for and in consideration of the sum of ——— of lawful money of Great Britain, to the said E. J. (by the direction and appointment of the said J. D. testified by his being a party to, signing and sealing of these presents) in hand well and truly paid by the said T. B. at or before the sealing and delivery of these presents, in full satisfaction and discharge of all principal and interest, now due and owing to the said E. J. by virtue of the said recited security so made to her as aforesaid, the receipt of which said sum of ——— she the said E. J. doth hereby acknowledge, and thereof acquit, exonerate, and for ever discharge as well the said T. B. their respective heirs, executors and assigns, by these presents, she the said E. J. (at the special instance and request, and by and with the consent, direction and appointment of the said J. D. testified as aforesaid), Hath bargained, sold, released and confirmed, and these presents Doth bargain, sell, release and confirm unto the said T. B. (in his actual possession now being by virtue of a bargain and sale him thereof made by them the said E. J. and J. D. for one whole year in consideration of the sum of 5 s. of lawful money by indenture bearing date the day next before the day of the date of these presents, made between the said E. J. and J. D. of the one part, and the said T. B. of the other part, and sealed and delivered before the sealing and delivery of these presents, and by force of the statute for transferring uses into possession in that behalf made and provided), and to his heirs and assigns, all those the said (the parcels) which in and by the said recited indentures of lease and release, bearing date the ——— and ——— days of ——— and by the said line so levied as aforesaid, were granted and released

released and conveyed unto and to the use of the said E. J. as aforesaid, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and all the estate, right and title, interest, property, claim and demand whatsoever, both in law and equity, of her the said E. J. of, in, to or out of the herein before released hereditaments and premises and every part and parcel thereof, by virtue of the same indentures, or otherwise howsoever, together with the same indentures, and all and every other deeds, evidences and writings whatsoever, touching or concerning the said premises which she the said E. J. hath in her custody or power, or can or may come by without suit in law or in equity; To have and to hold the said (messuages or tenements, lands, hereditaments,) and all and singular other the premises herein before mentioned or intended to be by her the said E. J. hereby released, with their and every of their appurtenances, unto the said T. B. his heirs and assigns, to the only proper use and behoof of the said T. B. his heirs and assigns for ever. (Covenant here to the said T. B. that the said E. J. has not done any act to incumber the premises. Vid. Tit. Covenant.) And this Indenture further witnesseth, that in consideration of the said sum of ——— so paid by the said T. B. to the said E. J. in discharge of all monies so due to her by virtue of her said recited security as aforesaid, and also in consideration of the said sum of ——— so now due from the said J. D. to the said T. B. by virtue of the said recited security as aforesaid, and also for and in consideration of the said further sum of ——— of lawful money of Great Britain, to the said J. D. in hand well and truly paid by the said T. B. at or before the sealing and delivery of these presents, the payment and receipt of which said several sums of ——— and ——— so now paid, due and owing, in manner aforesaid, (amounting in the whole to the said sum of ——— purchase monies), he the said J. D. doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, release, exonerate, and for ever discharge the said T. B. his heirs, executors and assigns, and every of them by these presents, (which said sum of ——— by him the said J. D. hereby agreed and declared to be in full for the complete and absolute purchase of the herein before and after released (messuages, lands, tenements, hereditaments and premises), and of all his the said J. D.'s estate, right, title, interest, equity, and benefit of redemption whatsoever, of, in and to the same) and for divers other good and valuable causes and considerations him thereunto especially moving, he the said J. D. in pursuance and performance of his said recited agreement, Hath granted, bargained, sold, aliened, remised, released and confirmed, and by these presents Doth freely, clearly and absolutely grant, &c. unto the said T. B. (in his actual possession now being by virtue of the herein before mentioned indenture of bargain and sale, bearing date the day next before the day of the date of these presents) and to his heirs and assigns, All those the said ——— (the parcels) together with all and every the deeds, evidences and writings whatsoever, touching or concerning the same premises, which he the said J. D. hath in his custody or power, or can or may come by without suit in law or in equity; To have and to hold the said (several messuages and tenements, lands, hereditaments), and all and singular the premises herein before mentioned and intended to be by him the said J. D. granted and released, with

Leases and Releases.

with their and every of their appurtenances, unto the said T. B. his heirs and assigns; *To the only Use* and behoof of the said T. B. his heirs and assigns for ever, freed and absolutely acquitted, exonerated, and for ever discharged of and from the several provisions in the said indentures of release of the ——— day of ——— and the ——— day of ——— contained, for redemption of the said several premises, and of and from all other right, equity, power, and benefit of redemption whatsoever, of him the said J. D. and his heirs, of, in and to the said hereby granted and released hereditaments and premises, and every part and parcel thereof. (*Covenants that J. D. has done no act to incumber the premises; and that the said E. J. and J. D. or one of them has good right to grant, &c. for quiet enjoyment; free from incumbrances; for further assurance; and then a declaration of the uses to, T. B. Vid. ut. Covenants*). *In Witness, &c.*

* *Draft of a Lease and Release and Covenant, to surrender Freehold and Copyhold Estates; by Owners and their Trustees.*

Parties.

Recital of will.

THIS Indenture of four parts, made, &c. Between R. S. of, &c. W. S. of, &c. C. P. of, &c. and E. B. of, &c. of the first part, J. B. of, &c. and M. the wife of the said J. B. of the second part, J. M. of, &c. of the third part, and G. M. of, &c. of the fourth part, *Whereas* the said J. B. deceased, in and by his last will and testament in writing, duly executed and attested, bearing date on or about the 16th day of July, which was in the year of our Lord 1769, did give and bequeath all his lands, tenements, hereditaments and real estate whatsoever not comprised in his marriage settlement, and which he had authority and power to dispose of, unto the said R. S. and S. W. therein respectively named, and their heirs, executors and administrators, upon trust to pay a moiety of the clear rents and profits of his real estate to his said wife, and pay and apply so much of the other moiety towards the maintenance and education of his daughters S. and M. B. until they respectively attain the age of 21 years, or be married, as the said S. and W. S. or the survivor of them, with the consent of his said wife should think fit; and upon trust to improve the residue thereof for the benefit of his two daughters, and from and after the death or marriage of his said wife, his will was, that the whole income of his real estate should be applied by the said trustees for the maintenance, education and benefit of his said two daughters, *And* in case either of his said two daughters should die, or marry without the consent of his said wife and the said trustees, or the survivor or survivors of them, then

whole of the said income and produce should be applied for the maintenance, education and benefit of his other surviving or unmarried daughter, and when and as soon as his said daughters or either of them should respectively attain the age of 21 years, or marry with such consent and approbation, then he devised and bequeathed to each of his said daughters so of age, or marrying as aforesaid, and to her heirs, executors or administrators, one moiety of his real and personal estates, subject to such payment of one moiety of the income thereof to his said wife during her widowhood as aforesaid, and in case and when either of the said daughters attaining such age, or marrying as aforesaid, his other daughter should be dead, or married without such consent as aforesaid, or if she should die, or marry without such consent as aforesaid, then he devised the whole of such real and personal estate unto such daughter so attaining such age, or marrying with such consent as aforesaid, her heirs, executors and administrators; and he directed his trustees, and the survivor of them, his heirs, executors and administrators, to convey and assign the same accordingly; and in case both his daughters should die under age, or unmarried, or marry under age, without such consent, then he devised his real and personal estate over to other persons in the said will mentioned, and did declare that the wives for the benefit of his daughters should be, and should be accepted of them in full satisfaction of the legacies given them by the will of his father *J. B.* and if they should insist upon those legacies, they should have no benefit of it by his will, but their parts and shares of his real and personal estate should go over to such person or persons as aforesaid, by the said will now remaining in the prerogative court of the archbishop of Canterbury, relation being thereunto had may more fully and at length appear; *And whereas* by a decree or decretal order of the high court of chancery made and pronounced on the 19th day of *February*, which was in the year of our Lord 1760, in a certain cause then and there depending, wherein the said *R. T.* and *E. B.* were plaintiffs, and the said *S.* the widow of the said *J. B.* and the said *S.* and *M. B.* daughters were defendants, who being present in court and submitting to the said will of the said *J. B.* and concurring and desiring, that part of the 10,000 *l.* mentioned in the marriage settlement of the said *J. B.* should be laid out in land pursuant to that settlement, but so much thereof as had been already applied in manner after mentioned should be considered as properly applied, *And* as to so much thereof as remained to be applied as after directed, *It was* by such consent ordered and directed, that as to 2000 *l.* part of the 10,000 *l.* lent by *Mr. B.* on mortgage of his said estate at *B.* and secured by a term out of the inheritance, that such term should remain in the trust in trust to attend the inheritance of the said estate devised by the said will, and as to 3333 *l.* 10 *s.* 5 *d.* paid to *Mrs. B.* by the trustees, and applied by her in payment of her husband's debts and legacies in and exoneration of the estate devised by the said will, *It was* decreed by like consent that the same was to be considered as properly applied, and that the 1351 *l.* 9 *s.* 7 *d.* other part of the said 1000 *l.* in hands of *Mrs. B.* should be applied towards discharging the 1382 *l.* 3 *d.* balance of the account settled between *Mrs. B.* and her husband, and by like consent it was ordered, that 13 *l.* 2 *s.* 8 *d.* the residue of such balance should be paid to *Mrs. B.* by the plaintiff

Decree in chancery.

plaintiff *R. S.* out of the 190 *l.* admitted to be in his hands, of the said 10,000 *l.* that the residue of the said 190 *l.* after deducting the costs after directed should be laid out in old *South Sea* annuities in the names of the said *R. S.* and *E. B.* and by like consent it was ordered, that such annuities with the 3217 *l.* 10 *s.* old *South Sea* annuities, purchased with the residue of the said 10,000 *l.* and standing in the names of the said *R. S.* and *E. B.* should remain in their hands Upon the *Trusts* and for the purposes in the marriage settlement, excepting that the same were not to be laid out in lands, all parties were to be paid their costs out of the residue of the 190 *l.* in the hands of the said *R. S.* And whereas a partition was made of all the estates which came to the said *S. B.* and *M. B.* either under their father's will or as his co-heiresses, and the several messuages or tenements, closes, lands and hereditaments herein after mentioned to be granted, released and conveyed to be surrendered, fall to the share of the said *M.* the now wife of the said *J. B.* party hereto; And whereas by indentures of lease and release bearing date respectively the 15th and 16th days of May, which was in the year 1760, the release being tripartite, and expressed to be made between the said *R. S.* and *W. S.* and the said *S. B.* and *M. B.* of the first part, *T. M.* of the second part, and the said *S. B.* widow, of the third part, reciting in effect as is herein before recited, and that as the lot of the said *M. B.* in the said partition exceeded in value the lot of the said *S. B.* the sum of 141 *l.* 13 *s.* 10 *d.* to make such partition; It was witnessed, that in pursuance and performance of the said agreement, and for carrying the said partition into execution, and for conveying and securing the several manors, messuages, farms, lands, hereditaments and premises therein mentioned to be for the benefit of the several parties interested therein to hold in severalty, they the said *R. S.* and *W. S.* *S. B.* the younger and *M. B.* did bargain, sell, alien, release and confirm unto the said *J. M.* all and singular the several manors, farms, lands and hereditaments therein particularly mentioned, To hold to the said *J. M.* his heirs and assigns for ever, to the several uses, intents and purposes therein and hereinafter mentioned (that is to say) as to, for, and concerning all and singular the several freehold and copyhold messuages or tenements, lands, hereditaments and premises herein after mentioned to be granted and released and conveyed to be surrendered to the use and behoof of the said *M. B.* her heirs and assigns, to be held in severalty for ever, and which said several freehold and copyhold messuages, lands, tenements and hereditaments were thereby declared to be in full of her the said *M. B.*'s one moiety of the said premises; And whereas by indentures of lease and release bearing date respectively the 10th and 11th days of April, which was the year of our Lord 1766, the release being of five parts, and expressed to be made between the said *M. B.* by her description of *M. B.* of the county of *K.* spinster, one of the daughters and co-heiresses of *S. B.* late of *S.* aforesaid esq; deceased, by *S.* his wife also deceased, one of the devisees named in his last will and testament, of the one part, the said *T. B.* party hereto, of the second part, *J. B.* an infant of the third part, the reverend *R. B.* doctor in divinity, one of the prebendaries of the collegiate church of *P. W.* and *E. W.* of *C.* in the county of ——— of the fourth part, and *R. S. W. S. C. P.* and *E. B.* of the fifth part, reciting the marriage then intended to be had,

A partition.

Indentures of lease and release, being a partition.

Indentures of lease and release conveying said premises to trustees for sale.

which was afterwards solemnized between the said *T. B.* party hereto, and *M.* his wife, she the said *M. B.* with the privy and consent of the said *J. B.* her then intended husband, granted and conveyed unto the said *R. B.* and *W. E.* (amongst other hereditaments) all and singular the several messuages or tenements, lands and hereditaments hereinafter granted and released, with their and every of their appurtenances; To hold unto the said *R. B.* and *E. W.* their heirs and assigns, after the solemnization of the said intended marriage to the use of the said *R. S. W. C. P.* and *E. B.* their heirs and assigns, upon the several trusts therein and herein after mentioned (that is to say) upon trust that they the said *R. S. W. S. C. P.* and *E. B.* and the survivors and survivor of them, or the heirs of such survivor, or such person or persons as should or might at any time thereafter by virtue of the said indenture be and become trustee or trustees of the same estates and premises, should forthwith or as soon as conveniently might be after the solemnization of the said then intended marriage with the consent and approbation of the said *T. B.* party hereto, and *M.* his wife, or the survivor of them, if living, or if both of them should be dead, then at the discretion of them the said *R. S. W. S. C. P.* and *E. B.* absolutely to sell and dispose of the said messuages, lands, tenements and hereditaments, parts and shares of messuages, lands, tenements and hereditaments in the said county of *B.* herein before granted and released, or mentioned or intended so to be, and the fee-simple and inheritance thereof, to any person or persons, and his, her or their heirs and assigns, either together or in parcels, for the best price or prices of money that could or might be reasonably had or obtained for the same, and that upon payment or receipt of the money arising by sale of the same premises, or any part thereof, unto and by the said *R. S. W. S. C. P.* and *E. B.* and the survivors and survivor of them, or such person or persons as should be trustee or trustees for the time being as aforesaid, they the said trustees or trustee as aforesaid should sign and give a proper receipt or receipts for the same, which receipt or receipts should be a sufficient discharge and discharges to such purchaser or purchasers for the money therein acknowledged and expressed to be received, and such purchaser or purchasers should not be afterwards answerable and accountable for any loss, mis-application or mis-application of such purchase money so received, or any part thereof, and upon further trust that when all or any of the said messuages, lands, tenements and hereditaments, parts and shares of messuages, lands, tenements and hereditaments, should be sold for a valuable consideration for money, and such receipt or receipts should be so given for the purchase money as aforesaid, they the said trustees, and the survivors or survivor of them, or such person or persons as should be trustees or a trustee for the said trust money and premises for the time being, should forthwith pay, apply and dispose of the monies arising by such sale or sales, in such manner and form, and to and for such intents and purposes as are therein, and herein after mentioned concerning the same, (that is to say,) that they should in the first place, pay thereout to the said *T. B.* party hereto, his executors or administrators the sum of 2000 *l.* of lawful money of *Great Britain*, to and for his own proper use and benefit, and should in the next place with all convenient speed, by and with the consent and approbation of the said *J. B.* party hereto, and *M.* his wife, or the survivor of them, if living, or if dead, then at the trustee's

OWN

Contract for
purchase of said
premises, by *J.*
M. on behalf
of *G. M.*

Decretal order
of the court of
chancery.

Master's report.

own discretion lay out and invest the money arising by such sale or sales, in one or more purchase or purchases of freehold messuages, tenements, and hereditaments in fee simple in possession, and copyhold messuages, lands or tenements of inheritance or other or others, free from incumbrances, in that part of *Great-Britain* called *England*, and thereupon settle, convey and assure the same to certain uses in the said settlement mentioned and expressed concerning the same. *And whereas* the said *J. M.* on behalf of the said *G. M.* hath contracted and agreed with the said *J. B.* party hereto, for the absolute purchase as well of the freehold, messuages or tenements, lands, meadows, pastures and hereditaments, hereinafter by these presents granted and released, as of the several customary or copyhold messuages, cottages, lands and hereditaments hereinafter covenanted to be surrendered, and which are parcel of the manor of *B.* in the county of *B.* for the price or sum of 9400 *l.* *And whereas*, by a decree or decretal order of the high court of chancery made and pronounced the 21st day of *March*, now last past, before the date of these presents in a certain cause there depending wherein the said *J. M.* was plaintiff and the said *J. B.* and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* were defendants, his Honor the master of the Rolls, on the said *J. M.* declaring that he was content with the title to the said premises in case the said contract should be approved of by the said court, did decree that it might be referred to *T. G.* esq; one of the masters in the said court, whether the said contract entered into by the said *J. B.* with the said *J. M.* was a reasonable contract, and proper to be carried into execution, and if the said master should find it so to be, then he did decree the same to be performed and carried into execution accordingly, and out of the purchase money, it was further ordered, that the sum of 2000 *l.* should be paid to the said *J. B.* and further ordered that the residue of such purchase money after deducting the costs therein after directed to be paid, should be paid into the bank of *England*, with the privity of the accountant general of the said court, and placed to the credit of the said cause, in order to be laid out and invested in a purchase or purchases of freehold or copyhold messuages, lands, tenements and hereditaments, to be settled to the uses, and for the purposes in that behalf mentioned, in the said settlement bearing date the 11th day of *April* 1766, and in the mean time until such purchase or purchases could be found, it was further ordered, that the same should be laid out in the purchase of bank three pounds *per cent.* annuities, in the name of and with the privity of the said accountant general, *In Trust* in the said cause, and the said accountant general was to declare the trusts thereof accordingly, subject to the further order of the said court, and when a purchase or purchases should offer, wherein to invest the residue of the said purchase money or any part thereof, any persons interested therein, were to be at liberty to apply to the said court concerning the same, and in the mean time it was further ordered, that the interest accrue due on the said bank annuities should be paid to the said *J. M.* the husband of the said *M. B.* and on his death, in case the said purchase money or any part thereof, should not be laid out or invested in the purchase of lands, tenements or hereditaments, any person interested therein might be at liberty to apply to the said court, concerning the same, and for the purpose aforesaid, the said accountant-general was to draw on the bank according to the form prescribed by the act of par-

ment for the relief of the suitors of the said court, and the general rules and orders of that court in such case made and provided, and upon such payment of the said purchase money as before directed it was further ordered, that all proper parties do join in executing a conveyance of the estate in question to the said *J. M.* and his heirs, or as he should direct, such conveyance to be had at the said *J. M.*'s expence, and to be settled by the said master, if the parties should differ about the same; and all the parties were by the said decree to be examined upon interrogatories, and produce before the said master upon oath, all books, papers and writings in their custody or power relating thereto, as the said master should direct, And it was further ordered, that all the parties be paid their costs of the said suit, to be taxed by the said master, And it was further ordered, that the said *J. M.* do retain his own costs, and pay unto the other parties respectively, their costs out of the said purchase money, and any of the said parties were to be at liberty to apply to the said court, as there should be occasion. And whereas the said Master's report.

the said master by his report made in the said cause bearing date the 12th day of May now last past, certified that the said sum of 9400 *l.* is the value of the said estate, and that the said *J. M.* is content to take the same at that price, and did conceive that the said contract so entered into as aforesaid, was fair and reasonable, and ought to be carried into execution, and that the sum of 2000 *l.* part of the said consideration money aforesaid, ought to be paid to the said *J. B.* as the said decree directs, and that the said master had considered of all parties their cost of the said suit and the bill of costs of the said *J. M.* amounting to the sum of 61 *l.* 5 *s.* 10 *d.* he had moderated and taxed the same, at the sum of 61 *l.* 18 *s.* 2 *d.* and the said *W. S.*'s bill of costs, amounting to the sum of 24 *l.* 17 *s.* 11 *d.* he taxed the same at the sum of 21 *l.* 5 *s.* 4 *d.* and the bill of costs of the said *J. B.* and *M.* his wife, *R. S.* *C. P.* and *E. B.* amounting to the sum of 28 *l.* 18 *s.* 9 *d.* to be taxed the same, at the sum of 27 *l.* 8 *s.* 8 *s.* 5 *d.* which several sums of 48 *l.* 1 *s.* 2 *d.* 21 *l.* 5 *s.* 7 *d.* and 27 *l.* 8 *s.* 5 *d.* amount together to the sum of 96 *l.* 12 *s.* 2 *d.* and which costs so taxed, are to be retained and paid as directed by the said decree out of the said purchase money as follows, (that is to say,) the said *J. M.*'s costs are to be retained by him, the said *W. S.*'s costs to be paid to him, and costs of the said *J. B.* and *M.* his wife, *R. S.* *C. P.* and *E. B.* are to be paid to them, and after retaining and paying the several costs as aforesaid out of the sum of 9400 *l.* and also the said sum of 2000 *l.* to the said *T. B.* party aforesaid, there will remain the sum of 7303 *l.* 7 *l.* 10 *d.* being the residue of such purchase money which is to be paid into the bank, with the privy of the accountant general of the said court, and laid out in his name, in the purchase of bank 3 per cent. annuities, *In Trust*, in the said cause as the said decree directs, and which said report by an attorney bearing date the 24th day of May now last past, was duly considered, as in, and by the said several above recited will, indentures, decrees, order and report (relation being thereunto respectively had) more fully and at large appear, *Now this Indenture witnesseth*, that in pursuance of, and in obedience of the decree or decretal order herein before made, and also for and in consideration of the sum of 2000 *l.* of lawful money of Great-Britain, to the said *J. B.* in hand paid by the said *G. M.* at the sealing and delivery of these presents, by the consent, direction and appointment of the said *J. M.* testified by his being a party to, and

for. V. A a Sealing

sealing and delivering of these presents, the receipt whereof the said *J. B.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, release and for ever discharge the said *G. M.* his heirs, executors, and administrators and every of them by these presents, and also for and in consideration of the sum of 48 *l.* 18 *s.* 2 *d.* so as aforesaid, to be retained by and paid to him the said *J. M.* for his costs in the said suit, and also for and in consideration of the further sum of 20 *l.* 5 *s.* 7 *d.* to the said *W. S.* in hand also paid by the said *G. M.* before the sealing and delivering of these presents in full for his the said *W. S.*'s costs in the said suit, and also for and in consideration of the further sum of 27 *l.* 8 *s.* 5 *d.* to the said *R. S. C. P.* and *E. B.* in hand also paid by the said *G. M.* before the sealing and delivery of these presents in full for his costs in the said suit, the several and respective receipts whereof they the said *J. M. W. S. C. P.* and *E. B.* do hereby severally acknowledge, and thereof and of every part thereof, *Do*, and each and every of them *Doth*, acquit, exonerate, release and for ever discharge the said *G. M.* his heirs, executors and administrators, and every of them by these presents, and also for and in consideration of the further sum of 7303 *l.* 7 *s.* 2 *d.* of like money by the said *G. M.* with the like consent and direction of the said *J. M.* testified as aforesaid, paid into the bank of *England*, with the privity of the accountant general of the said court which said sums of 2000 *l.* 48 *l.* 12 *s.* 2 *d.* 20 *l.* 5 *s.* 7 *d.* 27 *l.* 8 *s.* 5 *d.* 7303 *l.* 7 *s.* 10 *d.* amounting in the whole to the sum of 9400 *l.* are the full consideration for the absolute purchase of the several messuages, lands, tenements and hereditaments hereinafter mentioned to be granted and released, and covenanted to be surrendered, and also for and in consideration of the further sum of 5 *s.* a-piece, of like lawful money to the said *R. S. W. S. C. P.* and *E. B.* in hand also paid by the said *G. M.* before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, they the said *R. S. C. P.* and *E. B.* by and with the consent, direction and appointment as well of the said *J. M.* as of the said *J. B.* party hereto, and of his wife, (testified by their being parties to and sealing and delivering these presents) *Have* and each and every of them *Hath* bargained, sold, aliened, released and confirmed, and the said *J. B.* party hereto, and *M.* his wife have, and each of them hath granted, bargained, sold, aliened, released and confirmed and by these presents they the said *R. S. W. S. C. P.* and *E. B.* do, and each and every of them do bargain, sell, alien, release and confirm, and also the said *J. B.* and his wife do, and each of them doth, grant, bargain, sell, alien, release and confirm unto the said *G. M.* (in his actual possession now being by virtue of a bargain and sale to him thereof made, by the said *R. S. C. P. E. B.* and *J. B.* party hereto and *M.* his wife for 5 *s.* consideration by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivering hereof, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring of uses into possession) and to his heirs and assigns, *All* that and those, *&c. &c.* and all other the messuages, cottages, arable land, meadow and pasture ground, ley ground, tenements and hereditaments whatsoever, howsoever the same have been exchanged or intermixed the one with the other of them, the

Transfer.

J. B. party hereto and *M.* his wife or either of them, or wherein they or any person or persons in trust for them or either of them have or hath any estate of freehold of inheritance in possession, reversion, remainder or expectancy, situate, standing, lying or being in the parishes of *B.* aforesaid, and *P.* in the said county of *B.* or either of them, or howsoever, or otherwise, or by whatever other name or names the said messuages or tenements, lands, closes, hereditaments and premises, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore hath or have been, situate, lying and being, abutted, bounded or described, parted, altered, divided, distinguished, called, tenanted or known, together with all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, backslides, hedges, ditches, trees, fences, balks, ways, passages, waters, water-courses, easements, profits, privileges, commons, right of commoning, common of pasture, advantages, commodities, hereditaments and appurtenances, whatsoever, to the said messuages or tenements, closes, woods, lands, grounds, hereditaments and premises hereby granted and released, or intended so to be, or to any or either of them, or to any part or parts thereof belonging, or in any wise appertaining, or therewith or with any of them, or with any part thereof, now or at any time or times heretofore set, let, used, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, or, of any part thereof, which said messuages or tenements, farms, lands, hereditaments and premises, together with the copyhold or customary messuages, lands, tenements, hereditaments and premises hereinafter covenanted to be surrendered, are situate in the bounds, parishes and precincts of *B. P.* aforesaid in the said county of *B.* some or one of them, and now are (except the aforesaid wood and grove) in the several tenures or occupations of the several persons hereinafter named, their undertenant or undertenants, assignee or assigns, at the several yearly rents following, (that is to say,) *J. S.* at the yearly rent of 212 *l.* 16 *s.* *W. W.* at the yearly rent of 32 *l.* *J. R.* at the yearly rent of 27 *l.* 18 *s.* *W. G.* at the yearly rent of 7 *l.* *J. W.* at the yearly rent of 10 *l.* the widow *P.* at the yearly rent of 5 *l.* 15 *s.* and *S.* widow at the yearly rent of 2 *l.* 10 *s.* amounting in the whole to the yearly sum of 297 *l.* 19 *s.* and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said messuages or tenements, lands, closes, woods, hereditaments and premises hereinbefore particularly mentioned and hereby granted, and released or intended so to be, with their and every of their appurtenances, and also all the estate, right, title, interest, use, profit, inheritance, property, claim and demand whatsoever, as well at law as in equity, and in possession, remainder, reversion, expectancy or otherwise howsoever, of them the said *J. B.* and *M.* his wife, *R. S.* *W. S. C. P.* and *E. B.* and each and every of them, of, into or out of the said messuages or tenements, lands, closes, woods, hereditaments and premises hereby granted and released, or intended so to be, any of them, and every or any part or parcel thereof, together with all deeds, evidences and writings, escripts, copies of court rolls and instruments whatsoever, touching or concerning the said several freehold messuages or tenements, closes, woods, lands, hereditaments and premises hereinbefore mentioned, and hereby released or intended so to be, or any of them, or touching or concerning the title of the custom-

General words.

Leases and Releases:

Habendum.

Recital that
grantor intituled
to copyhold
premises.

Consideration.

Habendum.

Covenant to
surrender the
copyholds.

Covenant that
trustees have
done no act to
incumber.

any or copyhold messuages and hereditaments hereinafter covenanted to be surrendered to the use of the said *G. M.* and his heirs, and true copies of all such deeds, evidences and writings, which concern the said premises jointly with any other messuages, lands, tenements or hereditaments, now in the custody or power of them, the said *J. B.* party hereto and *M.* his wife, *R. S. W. S. C. P. or E. B.* or any or either of them, or which they, or any, or either of them can come by without suit at law or in equity, such copies to be made at the costs of the said *G. M.* his heirs or assigns, *To have and to hold*, the said messuages or tenements, closes, woods, lands, hereditaments and premises herein before mentioned and described, and hereby granted and released, or intended so to be, with their and every of their appurtenances, unto the said *G. M.* his heirs and assigns, *To the only use and behoof* of the said *G. M.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever, *And whereas* the said *M.* the wife of the said *J. B.* is intituled to an estate of inheritance of fee simple, according to the custom of the manor of *B.* in the county of *B.* of and in *All* those customary or copyhold messuages, lands, tenements and hereditaments, formerly the estate of Sir *T. B.* knight deceased and in and by a certain decree of the high court of chancery, and order of the wise of lords, directed to be sold and not comprized in the allotment of the said court of chancery to the heirs of the said Sir *J. B.* whereof the said Sir *J. B.* died seised. *Now this Indenture further witnesseth* that for the consideration aforesaid, the said *T. B.* party hereto for himself and the said *M.* his wife *Doth* (by and with the privity and consent of the said *R. S. W. S. C. P.* and *E. B.* testified aforesaid) grant, covenant, promise and agree to and with the said *G. M.* his heirs and assigns, by these presents that they the said *J. B.* and *M.* his wife, her heirs or assigns, shall and will at the costs and charge of the said *G. M.* or his heirs, within the space of one calendar month next ensuing the date of these presents in due form of the law surrender into the hands of the lord of the said manor, according to the custom thereof, all and singular the said customary or copyhold messuages, lands, tenements and hereditaments, holden of, or lying within the said manor, and the reversion and reversions, remainder and remainders thereof, to the use and behoof of the said *G. M.* his heirs and assigns for ever, according to the custom of the said manor, so that he the said *G. M.* may be admitted thereto, and be absolutely intituled to the said customary or copyhold premises and the inheritance thereof, so sold to him as aforesaid, subject to the customary rents and services payable and to be performed in respect thereof, and the said *R. S. W. S. C. P.* and *E. B.* for themselves severally and respectively, and for their several and respective heirs, executors and administrators, do separately and jointly, or the one for the other or others of them, or for the heirs, executors, administrators, acts or deeds of the other or others of them, but each and every of them for himself only, and for his heirs, executors and administrators acts and deeds only, covenant, promise and declare, to and with the said *G. M.* his heirs and assigns, by these presents, that they the said *R. S. W. S. C. P.* and *E. B.* have or have not at any time heretofore made, done, committed or executed, or willingly, or willingly suffered any act, deed, matter or thing whatsoever whereby, or by means whereof the said messuages or tenements, closes, woods, lands and hereditaments hereby granted and released, and

venanted to be surrendered, or intended so to be, or any of them, or any part or parcel thereof, are, is, can, shall or may be impeached, charged, affected or incumbered, in this charge, estate or otherwise; howsoever. And for the consideration aforesaid, the said *T. B.* party hereto for himself, his heirs, executors and administrators, and for and in behalf of the said *M.* his wife, and her heirs, *Doth* covenant, promise, grant and agree to and with the said *G. M.* his heirs and assigns, by these presents in manner and form following, (that is to say), they are seised that for and notwithstanding any act, deed, matter or thing whatsoever, by them the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, or the said *J. B.* deceased, done, committed, executed or suffered, to the contrary thereof, they the said *J. B.* party hereto, and *M.* his wife, *R. S. C. P.* and *E. B.* or some or one of them are, or is, and stand or standeth lawfully, rightfully and absolutely seised of, and in the messuages or tenements, closes, lands and hereditaments herein before by these presents granted and released as aforesaid, with their and every of their appurtenances, of a good, perfect and indefeasible estate of inheritance, in fee-simple in possession, and of the said copyhold premises so covenanted to be surrendered of an absolute estate of inheritance, according to the custom of the said manor of *B.* without any manner of condition, power of revocation, limitation of new or other use or uses, estate or estates, or any other act, matter or thing whatsoever, to alter, change, charge, determine, defeat, revoke or make void the same; And that for and notwithstanding any such act, deed, matter or thing as aforesaid, they the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* now have in themselves, or some or one of them hath, good right, full power, and lawful and absolute authority to grant, convey, and assure the said messuages or tenements, closes, woods, land and hereditaments hereby granted and released, and to surrender the said premises hereby covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, unto and to the use of the said *G. M.* his heirs and assigns, in manner and form as aforesaid; And further, that for or notwithstanding any such act, matter or thing as aforesaid, he the said *G. M.* his heirs and assigns, shall and lawfully may from time to time, and at all times for ever hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the said messuages or tenements, closes, lands, woods and hereditaments hereby granted and released and covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof to and for his and their own use and benefit, without any lawful let, suit, hindrance, interruption or denial, claim, or demand of or by the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, their, or any or either of their heirs or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may hereafter claim, by, from, or under them or any either of them, And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *J. B.* party hereto, *M.* his wife, or one of them, or the heirs, executors or administrators of them, or one of them, well and sufficiently saved, defended, harmless and indemnified of, from and against all and all manner of

Covenant from grantors that they are seised in fee.

Quiet enjoyment,

of

Leases and Releases.

free from incumbrances.

Further assurances.

Production of title deeds.

of former and other gifts, grants, bargains, sales, leases and releases, mortgages, settlements, jointures, dowers, right and title of dower, uses, intails, trusts, rents, arrears of rent, statutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majesty, forfeitures; re-entries, causes of forfeiture and re-entry, and of, from and against all other charges and incumbrances whatsoever had, made, committed, suffered, or done by them the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, or of the said *J. B.* deceased, except a yearly fee farm rent of 9*s.* or thereabouts, payable to, and also except the said rent, quit-rent and services, which shall from henceforth become due and payable to the chief lord or lords of the fee or fees, of whom the said premises are or shall be holden; And moreover, that they the said *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* and each and every of them, and the several and respective heirs of them, each and every of them, and all and every other person and persons lawfully claiming, or who shall or may claim any estate, right, title, trust or interest of, in, to, or out of the said messuages or tenements, closes, lands, woods, hereditaments and premises herein before mentioned, and hereby released and covenanted to be surrendered, or any of them, or any part or parcel thereof, by, from or under, or in trust for them, or any or either of them or the said *J. B.* deceased, shall and will, from time to time, and at all times, within the space of ten years next ensuing the date of these presents, at or upon the reasonable request, and proper costs and charges in the law of the said *G. M.* his heirs or assigns, make, do, acknowledge, levy, suffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected and finished, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances, releases, surrenders and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, granting and assuring the said messuages or tenements, closes, lands, goods, hereditaments and premises hereinbefore by these presents granted and released, and covenanted to be surrendered, or intended so to be, and every or any part or parcel thereof, and the reversion and inheritance thereof, with their and every of their appurtenances, unto and to the use and behoof of the said *G. M.* his heirs and assigns for ever, be the same by fine or fines, common recovery or common recoveries, deed or deeds indented or roll, inrolled or not inrolled, release or confirmation, or by all and every, or any of the said ways and means, and by any other ways and means whatsoever, as by the said *G. M.* his heirs and assigns, or by their counsel learned in the law shall be reasonably devised, advised and required, so as such further assurances so to be made, do not, shall contain any further or other warranty or covenant than only against the party or parties who shall be required to make or execute the same and his, her, or their own respective heirs, acts and deeds, and so no person be compelled or compellable for the doing thereof, to go or travel from the place of his, her or their respective abode or dwelling house; And lastly, the said *J. B.* party hereto, for himself and the said *M.* his wife, and for their several heirs, executors and administrators doth further covenant, grant, and agree to, and with the said *G.*

his heirs and assigns, by these presents, that for the maintenance and support of the title of the said *G. M.* his heirs and assigns to the said messuages or tenements, closes, woods, lands, hereditaments and premises hereby granted and released, that they the said *J. B.* and *M.* his wife, shall and will, from time to time, and at all times hereafter, at and upon the reasonable request, and at the proper costs and charges in the law of the said *G. M.* his heirs and assigns, produce and shew forth at any trial, hearing or examination in any court or courts of law or equity, within that part of *Great Britain* called *England*, or for the perusal of his or their counsel learned in the law, the several deeds, evidences and writings particularly mentioned in the schedule hereunto annexed, provided they are not destroyed by fire or other inevitable accident, when and as there shall be occasion for the maintenance, manifestation or justification of the estate, interest, right, title, or possession of the said *G. M.* his heirs or assigns, to the said several messuages, tenements, closes, woods, lands, hereditaments and premises herein before mentioned and described, and hereby granted and released, or intended so to be, with their and every of their appurtenances. *In Witnesses, &c.*

Release of Manors, &c by the Owners and their Trustees, for Sale thereof to a Purchaser and his Trustee, in order to prevent the same from being liable to Dower.

THIS Indenture, made the 29th day of *September*, in the 28th year of the reign of our sovereign lord *George* the Third, by the grace of God of *Great Britain, France and Ireland*, king, defender of the faith and so forth, and in the year of our Lord 1788, *Between* *L. of R.* in the county of *K* esq; and *J. D.* of *S.* in the same county, esq; of the first part, *T. G.* of the parish of *W.* in the county of *M.* gentleman, and *M.* his wife, late *M. R.* the only surviving husband and heir of *J. R.* late of *M.* in the parish of *M.* in the said county of *K.* esq; deceased, of the second part, and the reverend *J. W.* of *S.* in the county of *N.* clerk, and *R. T.* of *H.* in the said county of *S.* gentleman, a person nominated in trust for the said *J. W.* of the third part. *Whereas* by indentures of lease and release bearing date respectively the 16th and 17th days of *May*, 1779, the release being expressed to be made between *S. S.* knight, &c. of the first part, *L. B. B.* of the parish of *St. G. H. Square*, in the said county of *M.* widow and relict of *Sir W. B. B.* heretofore of the same parish, barr. her late husband, deceased, which said dame *L. B. B.* is one of the three daughters and heiresses of *H. J.* late of *R.* in the said county of *H.* esq; deceased, and one of the residuary legatees in his last

Parties.
Recital of indentures of lease and release.

Leases and Releases.

last will and testament, of the second part, *E. B.* of the said parish of *St. G. H. Square*, esq; and *R. B.* late of the parish of *St. A. H.* in the said county of *M.* and then and now of the parish of *St. G. B.* in the county of *M.* aforesaid, gentleman, survivor of the trustees named in the settlement made previous to, and in consideration of the marriage between the said Sir *W. W. B.* and the said dame *L.* his wife, of the third part, the honourable *A. T.* of *Great B. Street*, in the said county of *M.* widow and relict of the right honourable *C. T.* late, &c. her late husband, deceased, which said *A. T.* is another of the three daughters and co-heiresses of the said *H. J.* and another residuary legatee in his last will and testament, of the fourth part, the honourable and reverend *J. T.* fifth son of *P.* of, &c. Sir *G. H.* of *N.* in the county of *M.* bart. and the reverend *J. J.* rector of *B.* aforesaid, doctor in divinity, survivors of the trustees named in the settlement made previous to, and in consideration of the marriage of the said *C. T.* with the said *A. T.* of the fifth part, *W. C.* of *B. Street*, in the parish of *St. M. B.* in the said county of *M.* esq; and *H. C.* his wife, the other of the three daughters and co-heiresses of the said *H. J.* and the other residuary legatee in his last will and testament, of the sixth part, *C. A.* of, &c. esqrs. survivors of the trustees named in the settlement made previous to, and in consideration of the marriage of the said *W. C.* with the said *H. D. C.* of the seventh part, the said *T. G.* and *M.* his wife, of the eighth part, *J. S.* of the *Middle Temple, London*, esq; of the ninth part, *E. A.* late of *M. A.* aforesaid, and then and now of *L.* in the county of *B.* aforesaid, widow and relict of the aforesaid *J. A.* and a devisee in his last will and testament, of the tenth part, *J. C.* of, &c. esq; sole executor of the last will and testament of *M. C.* his late wife deceased, heretofore *M. B.* spinster, who was the sole executrix of the last will and testament of *J. R.* late of, &c. doctor in divinity, deceased, of the eleventh part, *W. W.* of *Little G.* in the said county of *H.* esq; of the twelfth part, and the said *C. L.* and *J. D.* of the thirteenth part, and a fine acknowledged and levied in *Easter* term then last before the justices of the court of common pleas at *Westminster*, the said *C. L.* and *J. D. R.* plaintiffs, and the said dame *L. B. B. A. T. W. C.* and *H.* his wife, and *T. G.* and *M.* his wife, defendants, and other assurances in the law, the manor of — with the appurtenances, in the county of — and several freehold messuages, mills, lands, tenements and hereditaments, situate, lying and being in — and — in the said county of — and in — otherwise — — in the said county of — of which the manor and the messuages, tenements and lands hereinafter more particularly mentioned and intended to be hereby granted and released are parts, were conveyed and assured unto and to the use of the said *C. L.* and *J. D. R.* and their heirs, and by the said indenture of release, the said *T. G.* consented, that he and the said *M.* his wife, or her heirs, would, on before the 1st day of *July* then next ensuing, or at the next court courts to be holden for the respective manors of — the rectory — with — otherwise — and — and — in the said counties of — and — surrender according to the custom of the said manors respectively into the hands of the respective lords of the said manors, all and every the said messuages, lands, tenements and hereditaments whatsoever of the said *T. G.* and *M.* his wife, or child

and of a fine,

whereby
estates conveyed to
trustees

of them, holden of the said manors respectively by copies of court-roll, and which were heretofore of the said *J. A.* deceased, or of any other person or persons in trust for him, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof to the use of the said *C. L.* and *J. D. R.* their heirs and assigns, or to the use or uses of such person or persons as should contract or agree with the said *C. L.* and *J. D. R.* or the survivor of them, or his heirs, to become the purchaser or purchasers thereof respectively, and it is in and by the same indenture of release as expressly declared and agreed between ——— and by the said *C. L.* *J. D. R.* and the said *T. G.* and *M.* his wife, that the said *C. L.* and *J. D. R.* and their heirs, should stand seised of the said manor of ——— and of all and every the said freehold, copyhold and customary messuages, mills, lands, tenements, hereditaments and premises thereby respectively released, and covenanted to be surrendered, with their appurtenances, upon such trusts and for such intents and purposes as are therein expressed and declared, and herein after mentioned, of, and concerning the same, (that is to say) upon trust that they the said *C. L.* and *J. D. R.* or the survivor of them, or his heirs, should with the consent of the said *T. G.* and *M.* his wife, or the survivor of them, or the heirs of such survivor, to be signified by some writing signed by them or the survivor of them, with their, or his or her hands or hand, make sale and dispose of the said manor of ——— and all the said freehold and copyhold messuages, mills lands, tenements and hereditaments, with the appurtenances, in the said counties of ——— and ——— either entirely, altogether, or in parcels, or any part or parcels thereof to any person or persons who should be willing to become the purchaser or purchasers of the same premises respectively, for the most money and the best price or prices that could be reasonably had or gotten for the same, and should pay, apply, and dispose of the money arising by such sale or sales, in manner and for the purposes therein mentioned, and for promoting and facilitating the sale of all and singular the premises aforesaid, it is by the same indenture further declared and expressly agreed by and between all and every the said named parties thereto, that the receipt or receipts of the said *C. L.* and *J. D. R.* or the survivor of them, or his heirs, signed with their or his hands or hand, should be a sufficient discharge and sufficient discharge to the purchaser or purchasers of the premises, or any part thereof, and to his, her and their respective heirs, executors, administrators and assigns, for so much of the said purchase money for which such receipt or receipts should be so given and signed as aforesaid, and that after the giving and signing such receipt or receipts, the said purchaser or purchasers, his, her or their heirs, executors, administrators and assigns, should not be answerable or accountable for any loss, misapplication or non-application of the sum or sums of money which in or by such receipt or receipts should be acknowledged or expressed to be received, or any part thereof, as in and by the said recited indentures of sale and release, and the record of the said fine, reference being thereunto respectively had, will more fully and at large appear; And whereas Recital of the said *C. L.* and *J. R. D.* have, with the consent and approbation of contract, the said *T. G.* and *M.* his wife, testified by their being parties to, and signing, sealing and delivering these presents contracted with the aforesaid *J. W.* for the sale of the manor, messuages or tenements, lands and

Consideration.

Transfer.

Parcels.
General
words appli-
cable to a
manor.

Other par-
cels.

hereditaments hereinafter by these presents granted and released, and also of the copyhold messuages, lands, tenements and hereditaments herein after mentioned to be surrendered, being part of the freehold and copyhold messuages, lands, tenements and hereditaments by the said recited indenture granted and released, and mentioned to be surrendered, with their appurtenances, to him the said *J. W.* who agreed to become the purchaser thereof at or for the price or sum of 5103*l.* 10*s.* Now therefore this Indenture witnesseth, that for and in consideration of the sum of 5103*l.* 10*s.* of lawful money of Great Britain, to the said *C. L.* and *J. D. R.* well and truly paid by the said *J. W.* at or immediately before the sealing and delivery of these presents, with the consent and by the direction of the said *T. G.* and *M.* his wife, testified in manner aforesaid, the receipt of which said sum of 5103*l.* 10*s.* the said *C. L.* and *J. D. R.* do hereby acknowledge, and thereof and of and from the same and every part thereof do acquit, release and discharge the said *J. W.* his heirs, executors and administrators, for ever, by these presents; And also for and in consideration of the sum of 5*s.* of such lawful money as aforesaid to the said *C. L.* and *J. D. R.* in hand paid by the said *R. T.* at or before the sealing and delivery of these presents, with the like consent and direction of the said *T. G.* and *M.* his wife, testified as aforesaid, the receipt whereof is hereby acknowledged; And also for and in consideration of the further sum of 10*s.* of such lawful money as aforesaid to the said *T. G.* and *M.* his wife, likewise well and truly paid by the said *T. W.* and *R. T.* at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, They the said *C. L.* and *J. D. R.* with the consent and by the direction of the said *T. G.* and *M.* his wife, testified in manner aforesaid, Have, and each of them Hath bargained, sold, aliened, released and confirmed, and by these presents Do, and each of them Doth bargain, sell, alien, release and confirm; And also the said *T. G.* and *M.* his wife Have, and each of them Hath granted, bargained, sold, aliened, released and confirmed, and by these presents Do, and each of them Doth grant, bargain, sell, alien, release and confirm unto the said *J. W.* and *R. T.* (in their actual possession now being) by virtue of a bargain and sale to them thereof made by the said *C. L.* *J. D. R.* *T. G.* and *M.* his wife, in consideration of 5*s.* by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, (and by force of the statute made for transferring uses into possession,) and their heirs, All that the manor or lordship, &c. And also all and singular heaths, warrens, furzes, moors, marshes, rivers, streams, waters, ponds, ways, waste grounds, hawkings, huntings, fishings, fowlings, views of frank pledge, courts baron, the perquisites and profits of courts, reliefs, escheats, fines, quit rents, free-farm rents, commons, fines, forfeitures, amerciaments, services, waifs, estrays, and all other liberties, privileges, franchises, pre-eminences, rights, royalties, immunities, profits, commodities, emoluments, and appurtenances whatsoever, to the said manor or lordship belonging, or in any wise appertaining, or accepted, reputed, taken or known, as part, parcel or member of the same; And also all that, &c. all which said several closes, pieces and parcels of land and pasture ground dove house, orchards, gardens, and the scites of the ground

whereon

whereon the said messuages or tenement and buildings stand, are discharged and exempted from the payment of all and all manner of tithes, Free from both great and small, modusses and compositions for tithes, and all other tithes. ecclesiastical dues and payments whatsoever, belonging to the rectory of ———— afore said, for the time being, in and by the award in writing bearing date the 25th day of *March* last past made by the commissioners named in an act of parliament passed in the ———— year of the reign of his present majesty king *George* the Third, intituled, *An act for dividing and enclosing the open and common fields, and other commonable lands and grounds in the parish of ————, in the county of ————, and inrolled in his majesty's court of common pleas at Westminster, in Easter term last, And also, all that, &c. and all messuages, out-houses, dove-houses, barns, coach-houses, stables, edifices, buildings, yards, orchards, backslides, woods, underwoods, and the ground and soil thereof, hedges, ditches, trees, fences, ways, waters, water-courses, commons of pasture, rights, liberties, privileges, advantages, profits, commodities, emoluments, exemptions from tithes, hereditaments and appurtenances whatsoever, to the said manor, messuages or tenements, lands, hereditaments and premisses hereinbefore released, or mentioned, or intended so to be, or any of them, or any part or parcel thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, And also all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, of them the said C. L. and J. D. R. T. G. and M. his wife, and each and every of them, of, in, to, or out of the same manor, messuages or tenements, lands, hereditaments and premisses, and every or any of them, or any part or parcel thereof, And also all deeds, evidences and writings, court rolls, books, recitals, extracts and muniments whatsoever, that relate to, or concern the said manor or lordship, or the said freehold messuages or tenements, lands, hereditaments and premisses herein before released, or mentioned, or intended so to be, or any of them, or to the customary or copyhold messuages, lands, and hereditaments, hereinafter covenanted to be surrendered, or any of them only, and not jointly, with any other messuages, lands and hereditaments which now are in the hands, custody or power of the said C. L. T. D. R. T. G. and M. his wife or any of them, or which they, or any of them, can come by without suit at law or in equity, and true copies of all such other deeds, evidences and writings in their or any of their hands, custody or power, or which they, or any of them can come by, without suit at law or in equity, or relate to and concern the said freehold, or copyhold premisses, or any of them jointly with any other messuages, lands or tenements, such copies to be made at the costs of the said T. G. his executors or administrators, To have and to hold, the said manor or lordship, and all and every the messuages or tenements, cottages, closes, fields, lands, hereditaments and premisses hereby released or mentioned, or intended so to be, with their appurtenances, unto the said J. W. and R. T. their heirs and assigns, to the only use and behoof of the same J. W. and R. T. and of the heirs and assigns of the said J. W. for ever, *Nevertheless*, as to the estate for life of the said R. T. in the said premisses in trust, only for the said J. W. his heirs and assigns, *And whereas*, the said T. G. and M. his wife, with the privity and approbation of the said C. L. and J. D. R.*

By virtue of an award.

Further parcels.

General words.

Together with all deeds.

Habendum.

As to the estate for life of the said R. T. in trust for the said T. W.

Recital of surrenders.

J. D. R. testified by their being parties to, and sealing and delivery of these presents, did by surrender bearing date the _____ day of _____ now last past, duly surrender into the hands of the lord of the manor of _____ and _____ in the said county of _____ all that, &c. to which the said *M.* the wife of the said *T. G.* was admitted tenant at a general court baron holden for the said manor, on the _____ and _____ days of *November*, 17—, and the reversion and reversions, remainder and remainders of all and singular the said copyhold or customary messuages, lands, tenements, hereditaments and premises, to the use and behoof of the said *J. W.* his heirs and assigns for ever. And whereas, the said *T. G.* and *M.* his wife, with the like privity and approbation of the said *C. L.* and *J. D. R.* testified as aforesaid, by one other surrender bearing date the _____ day of _____ instant, duly surrendered into the hands of the

General words.

lords of the said manor _____, otherwise _____ aforesaid, All that, &c. together with all ways, waters, easements, commons, profits, commodities, advantages and appurtenances whatsoever, to the said messuage or tenement belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, equity, property, claim and demand whatsoever of them the said *T. G.* and *M.* his wife, or either of them, of, in, or to the same, to the use and behoof of the said *J. W.* and of his heirs and assigns for ever, according to the custom of the said manor, and the said *C. L.* for himself, his heirs, executors and administrators, and the said *J. D. R.* for himself, his heirs executors and administrators, do and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors or administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors and administrators only, covenant, promise and agree to and with the said *J. W.* his heirs and assigns, by these presents, that they the said *C. L.* and *J. D. R.* or either of them, have not or hath not, at any time heretofore made, done, committed or executed, or wittingly, or willingly permitted or suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said manor or messuages, or tenements, lands, hereditaments and premises hereby respectively released and expressed to be surrendered, or mentioned, or intended so to be, or any of them, or any part or parcel thereof, are or is, or can or shall, or may be any way impeached, charged, affected or incumbered in title, estate, or otherwise, howsoever, and for the consideration aforesaid, the said *T. G.* doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *J. W.* his heirs and assigns, by these presents in manner and form following, (that is to say,) that for or notwithstanding any act, deed, matter or thing, by them the said *C. L.* *J. D. R.* *T. G.* and *M.* his wife, or any of them, or any of their ancestors made, done, committed or executed, or wittingly, or willingly permitted, or suffered to the contrary, they the said *C. L.* *J. D. R.* *T. G.* and *M.* his wife, or some or one of them, now are, or is seized of, or intitled to a good, sure, absolute and indefeasible estate of inheritance in fee simple, of and in the said manor, messuages or tenements, lands, hereditaments and premises hereby released or mentioned, or intended to

Covenant by *C. L.* and *J. D. R.* severally, that they have done no act to incumber.

Covenant to levy a fine.

Covenant by *J. D.* that said *C. L.* *J. D. H.* *J. G.* some or one of them are seized in fee of the said freehold premises.

to be, with their appurtenances, and at the respective times of making the said surrender, were or was seised, or intituled to them, and their or some, or one, of their heirs, according to the custom of the said manors of ———, and ———, and ——— of all the said customary or copyhold messuages, lands or tenements and premisses herein before mentioned to have been surrendered, with their appurtenances, without any manner of condition, power of revocation, limitation of use or uses, estate or estates, or any other restraint, matter or thing whatsoever, to alter, change, charge, incumber, lessen, determine, defeat or make void the same estates, and that for and notwithstanding any such act, deed, matter or thing, as aforesaid, they the said *C. L. J. D. R. T. G.* and *M.* his wife, or some, or one of them, now have or hath in themselves or himself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, release and convey all the said manor, messuages, lands, hereditaments and premisses hereby released, or mentioned, or intended so to be, with their appurtenances, unto and to the use of the said *J. W.* and *R. T.* and the heirs and assigns of the said *J. W.* in manner aforesaid, according to the true intent and meaning of these presents, and at the respective times of making the said recited surrenders, had good right, full power and lawful and absolute authority, to surrender all the said copyhold or customary messuages, lands, tenements and premisses herein before mentioned to have been surrendered, with their appurtenances, to the use of the said *J. W.* his heirs and assigns in manner aforesaid, and also that it shall and may be lawful to and for the said *J. W.* his heirs and assign, from time to time, and at all times, for ever, hereafter, peaceably and quietly to have, hold, use, occupy, possess and enjoy all the said manors, messuages or tenements, lands, hereditaments and premisses, hereby respectively released and mentioned to be surrendered, or intended so to be, with their appurtenances, and receive, and take the rents, issues and profits thereof, to, and for his, and their own use, without any lawful let, suit, trouble, hindrance, interruption, denial, claim or demand whatsoever, of, from or by the said *C. L. J. D. R. T. G.* and *M.* his wife or any of them, their or any of their heirs or assigns, or from, or by any other person or persons whomsoever, having or lawfully claiming, or who shall, or may hereafter have, or lawfully claim any estate, right, title or interest, of, in, to or out of the same, or any part thereof, by, from, through, under or in trust for him, her, them, or any of the ancestors of the said *M. G.* and that free and clear, and freely and clearly and absolutely acquitted, exonerated and discharged, or otherwise, by the said *T. G.* and *M.* his wife, or one of them, their, or one of their heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, releases, mortgages, settlements, jointures, dowers, rights and titles of dower, uses, trusts, intails, annuities, rents, rent-charges, rent seck, and arrears of rent, statutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majesty, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of, from and against all other estates, rights, titles, charges, and incumbrances whatsoever, made, done, committed or executed, or willingly or wittingly permitted or suffered by the said

And at the time of making the said surrenders are seised according to the custom of the said manor to them or their heirs of the said copyhold messuages, &c.

And have good right to release said freehold premisses.

And at the time of making said surrenders good right and authority to surrender said copyhold or customary messuages, &c. to use of the said *T. W.* his heirs and assigns.

Except, &c.

For further assurance.

said *C. L. J. D. R. T. G.* and *M.* his wife, or any of them, or any of her ancestors (save and except the rents and services which ought, from henceforth, to be paid, done and performed, for, or in respect of the said copyhold, messuages, lands, tenements and premisses herein before mentioned, to be surrendered respectively; (And moreover, that they the said *C. D. J. D. R. T. G.* and *M.* his wife, and all and every other person and persons having or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title or interest, whatsoever, of, in, to, or out of the said manor, freehold and copyhold messuages or tenements, lands, hereditaments and premisses hereby respectively released and mentioned to be surrendered, or any of them, or any part or parcel thereof, by, from, under or in trust for them, or any of them, or any of the ancestors of the said *M. G.* shall and will, from time to time, and at all times, within the space of 20 years next ensuing the date of these presents, upon the request, and at the costs and charges of the said *J. W.* his heirs or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds, matters, conveyances, surrenders and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, surrendering, and assuring all the said manor, freehold and copyhold, or customary messuages or tenements, lands, hereditaments and premisses hereby respectively released, and mentioned to be surrendered, with their appurtenances, unto and to the use of the said *J. W.* his heirs and assigns forever, in manner before mentioned, as by the said *J. W.* his heirs or assigns, or his, their, or any of their counsel learned in the law, shall be reasonably advised, devised and required, as such further assurances or any of them, do not contain any further or other warranty or covenant than against the person or persons who shall be required to make or execute the same, and his, her or their own respective heirs, executors and administrators, acts and deeds only, and as no person be compelled or compellable for the doing thereof, to travel or go from the place or places, of his, her or their respective abodes or dwellings, And lastly, the said *T. G.* doth hereby for himself, his heirs, executors and administrators further covenant, promise and agree to and with the said *J. W.* his heirs and assigns, that they the said *T. G.* and *M.* his wife or one of them, their or one of their heirs or assigns, shall and will, from time to time, and at all times hereafter, upon the request and at the costs and charges of the said *J. W.* *J. W.* his heirs or assigns produce and shew forth, or cause, and procure to be produced and shewn forth at any trial, hearing, or examination, in any court or courts of law or equity, or other courts of judicature, within that part of Great Britain called *England*, or for the perusal of his or their counsel learned in the law, as occasion shall be or require, the several deeds, evidences and writings, which are mentioned and specified in the schedule hereunder written, when, where, and as often as there shall be occasion for the defence, manifestation, maintenance and support of the estate, right, title or possession of the said *J. W.* his heirs or assigns, of, in, or to the said manor, messuages or tenements, lands, hereditaments, and premisses hereby released, or mentioned, or intended so to be, with their appurtenances, unless the said *T. G.* and *M.* his wife, and each of them, and their respective heirs and assigns, shall be prevented or hindered from so doing, by fire or other inevitable accident. *In Witness, &c.*

Rd

** Release, with limitations to prevent Dower, so framed as to enable the Purchaser to make a valid Conveyance without the Interposition of his Trustee.*

THIS Indenture, made the — of — in the year of, &c. and in the year of our Lord — Between *A. B.* — of — in the county of — and *C.* his wife, of the one part, and *D. E.* of — in the county of — and *W. R.* of — a trustee named on the part and behalf of the said *D. E.* of the other part, *Witnesseth*, that the said *A. B.* — for and in consideration of the sum of — of lawful money of Great Britain, to him in hand at or immediately before the sealing and delivery of these presents, by the said *D. B.* well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, release and discharge the said *D. E.* — his executors, administrators and assigns, by these presents, and also of the sum of 5 s. of like money to him the said *D. E.* in hand, also paid at or immediately before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, *Have* granted, bargained, sold, aliened, released and confirmed, and by these presents *Doth* grant, bargain, sell, alien, release and confirm unto the said *D. E.* — and *W. R.* (in their actual possession now being by force and virtue of one indenture of bargain and sale, bearing date the day next before the day of the date of these presents to them made by the said *A. B.* — in consideration of 5 s. by them paid to the said *A. B.* — for the term of one year commencing from the day next before the day of the date of the same indenture, and of the statute made for transferring uses into possession) and to his heirs, all that one fourth part, proportion or share of and in all that, &c. and also all the part, property, share, estate, right, title, interest, use, trust, benefit and equity of redemption, claim and demand whatsoever, of him the said *W. M.* — of, in, to, or out of the same premises, every or any parcel thereof, in any wise howsoever; together with all deeds, evidences and writings touching or concerning the same premises, or any part thereof alone, which he the said *A. B.* — now hath in his custody or power, or can or may come by, without suit in law or equity; and true copies of all other such as concern the premises jointly with any other lands or tenements, to be made at the charge of the said *D. E.* — his heirs or assigns; to have and to hold the said fourth part or share, of and in the said messuages or tenements, and all and singular other the premises herein before mentioned, or intended to be hereby released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *D. E.* — and *W. R.* — their heirs and assigns, for ever, to the use of such person and persons,

Parties.

Consideration.

Lease for a year.

Parcels.

Habendum

to purchaser's appointee.

for

To purchaser
for life.

To trustee dur-
ing life of pur-
chaser.

To purchaser
and his heirs in
fee.

Covenant to le-
vy a fine.

for such estate and estates, interest and interests, and to and for such ends, intents and purposes, and upon such trusts, and charged and chargeable in such manner, and subject to such powers of revocation and new appointment, and other powers, provisos, conditions, limitations, declarations and agreements, as the said *D. E.* ——— shall, at any time or times, and from time to time, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him in the presence of, and attested by, two or more credible witnesses, direct, limit, or appoint, and in default of or until such direction, limitation, or appointment, or in case any such should be made, then subject thereto, and when and as the estate or estates, interest or interests thereby directed, limited, appointed or created, shall respectively end and determine, and in the mean time subject thereto, and unto such part or parts of the same premises, and all such estate and interest therein of which no such direction, limitation or appointment shall be effectually made as aforesaid, to the use and behoof of the said *D. E.* ——— and his assigns, for and during his life, and from and after the determination of that estate, by any means, in his life-time, to the use and behoof of the said *W. R.* and his heirs, during the natural life of the said *D. E.* ——— in trust nevertheless to and for the only benefit of the said *D. E.* ——— and his assigns, and from and after the determination of the estate so limited, in use to the said *W. R.* during the life of the said *D. E.* to the use and behoof of the said *D. E.* his heirs and assigns for ever, And to and for no other use, intent or purpose whatsoever; (a)

(a) It is necessary here to observe, that there are several modes whereby an estate may be conveyed so as to avoid dower.

Ex. gratia, by a limitation to the use of the purchaser and a trustee, and their heirs, jointly, in trust nevertheless as to the estate of the trustee for the purchaser and his heirs; or,

To the use of a purchaser and a trustee, and the heirs of a purchaser and a trustee, in trust nevertheless as to the estate of the trustee for the purchaser and his heirs; or

In order to give the purchaser a power of disposing of the estate at any time without the concurrence of the trustee, the estate may be limited, in the first instance, to the use of the purchaser's appointment by deed or will, and in default thereof, then in either of the above modes; or

In order to preserve the legal inheritance to the purchaser, it may be, in default of his appointment, to the use of a trustee and his heirs, during the purchaser's life, in trust for the purchaser and his assigns, remainder to the use of the purchaser and his heirs. But which latter forms are combined in the above precedent.

The latter, and certainly the most efficient modes of preventing dower, was as I have been informed, first hit upon by Mr. *Fearne*, whose knowledge and abilities in this line of the profession, certainly stand unrivalled; And though some have entertained doubts as to its efficacy, they appear to me to have arisen from not having sufficiently considered the nature, effect and operation of such limitation.

The first cavil which has been made upon the above limitation, is, as to the efficacy of the power of appointment, on which it has been observed, that a limitation of the fee comprehends every power of appointment whatsoever: and that therefore the insertion of it is unnecessary. But this is clearly a mistake. Mr. *Fearne* in an answer to this observation, contained in an opinion which I have

And the said *A. B.* ——— for himself, his heirs, executors and administrators, and for the said *E.* ——— his wife, doth covenant, promise and agree to and with the said *D. E.* his heirs and assigns, by these presents, That he the said *A. B.* ——— and *C.* his wife, shall and will at the proper costs and charges of the said *D. E.* his heirs and assigns, before the end of *Michaelmas* term next, acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster*, unto the said *D. E.* and his heirs, one or more fine or fines, *sur cognisance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the statute in that case made and provided of the said one fourth part, of, and in the said several messuages, tenements, and all and singular other the premises herein before mentioned or intended to be hereby released or confirmed, with their appurtenances, by such apt and proper names, descriptions, quantities and other certainties as shall be thought requisite or needful in that behalf, which said fine and fines, so as aforesaid, or in any other manner to be had and levied, shall be and enure, and shall be construed, adjudged, deemed and taken, and is, and are hereby declared by and between the said parties to be and enure to the uses aforesaid, and to and for no other use, intent or purpose whatsoever. And the said *A. B.* for him-

Covenant that
vendor seised in
fee.

then, establishes the futility of this observation beyond a doubt. For that great lawyer observes, "That a person seised in fee, cannot by a mere instrument in writing, pass that fee, or make it out in another; but a proper form and mode of conveyance is requisite to pass the estate; whereas, under a power of limiting the use, a person may, by such instrument, vest the fee in another without any of the usual ceremonies requisite to a conveyance of lands. The reason is, that in the one case the person can only dispose as owner of the land, in the other he acts instrumentally only, according to his power or authority, and his appointee does not come in as under him, or deriving the estate from him, but comes in under a title paramount; namely, under that conveyance by which the power of appointment was reserved, just in the same manner (as to the point now under consideration) as if the use had been declared to such appointee, in such conveyance itself, instead of awaiting the interposition of the appointment by the persons to whom such power was reserved. This he says is the doctrine upon which the great question in the case of *Sir Edward Clere, 6 Co. Rep. 18* was decided, and which has since been confirmed and established by a variety of authorities. And this is the true reason that an appointment under such power (as that in the above precedent) prevents the wife from dower, because the appointee, under the execution of such power, does not derive his title from the husband, or from or out of the estate that he (the husband) was seised of at the time of the appointment, but comes in strictly under the uses of the original conveyance by which such power was reserved. And the uses to be declared by such appointment being in order prior to the sale of the fee reserved to the husband, such use, when declared, takes place of the estate of the husband by relation, from the time of the said conveyance to uses, just as it would have done, if originally declared in the said conveyance from which it takes effect."

It is upon this principle that a *feme covert* may execute a power over her own estate; which she could not do, if she were exercising an act of ownership instead of discharging an instrumental authority as an agent, by virtue of a power vested under a third person, or instrument paramount her marriage, by which her capacity of acting upon her property is suspended. *Id. 2 Term Reports, 695.* *Max. 92. 1 Vent. 361.* This consequence is further illustrated in *Amble's*

Good right to
convey

Quiet enjoy-
ment.

Free from in-
cumbrances.

self, his heirs, executors and administrators, doth further covenant, promise and agree to and with the said *D. E.* his heirs and assigns, by these presents, in manner and form following, (that is to say,) That he the said *A. B.* now is, and stands lawfully and rightfully seised of the said fourth part of and in the said several messuages or tenements hereinbefore mentioned, and intended to be hereby released, and every part and parcel thereof, with the appurtenances, of a good, sure, absolute and indefeasible estate of inheritance in fee simple, without any manner of condition, limitation, or matter or thing, to alter, change, charge and defeat the same, and that he now hath in himself, good right, full power, and lawful authority, to bargain, sell, release and confirm the same, and every part and parcel thereof, with their appurtenances, unto the said *D. E.* and *W. R.* their heirs and assigns, to the uses, and in manner and form aforesaid: And also that the said fourth part of the said messuages or tenements, and all and singular other the premises, with their appurtenances, now are and be, and so from henceforth, from time to time, and at all times hereafter, shall be, remain and continue unto the said *D. E.* and *W. R.* their heirs and assigns, to the uses aforesaid, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by him the said *A. B.* his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers, mortgages, recognizances, statutes, judgments, extents, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said *A.*

bler's Rep. 341. where it is held, that if a husband be in debt and then execute a power to jointure a wife, that jointure is not void as to creditors, because the wife does not claim under him.

It is necessary also to remark here, that the power is only an additional means given to the husband of aliening again, free from dower, and not of the essence of a limitation to bar dower. The limitation interposed between the estate, for life of the husband, and the fee to a trustee and his heirs, during the life of the husband, is equally adequate to effect this purpose, although the power of appointment be omitted. For the interposed estate is clearly a vested remainder, and being so, prevents the husband from an actual seisin of the fee in possession, and this is of the essence of the wife's title to dower, which will not attach upon a reversionary interest, which the subsequent limitation to the husband in fee, in such case, must be, if the intermediate estate be vested, and I presume that it so, cannot be disputed. But though I take this proposition to be clear, it is prudent to guard against dower by the insertion of the power of appointment as well as the intervening limitation to the appointee.

Perhaps it may be said, that the interposition of a trustee and his heirs during the life of the purchaser, will not prevent the estate from vesting so far as to entitle the wife to dower, but resembles the interposition of trustees to prevent contingent remainders, which will not hinder the vesting of an estate given to the heirs of one who takes a preceding estate for life, so as to enable the husband to take by purchase: but that turns upon another principle, laid down in *Shelton's case*, 1 *R.p.* 93. and which has nothing to do with a tenancy in dower.

B. or any person or persons lawfully claiming or to claim, by, from, or under him, or by or with his act, means, consent, neglect, default, criverty or procurement: *And lastly*, that he the said *A. B.* his heirs, Further assu-
 executors and administrators, and the said *C.* his wife, and all and rance.
 every other person and persons, lawfully claiming or to claim, any
 estate, right, title, or interest of, in, or out of the said hereby bar-
 rained or released premisses, or any part thereof, by, from or under
 him, shall and will, at all times hereafter, upon the request, and at
 the proper costs and charges in the law, of the said *D. E.* his heirs or
 assigns, make, do and execute, all and every such further and other acts,
 matter and things for the further and better conveying of the said
 hereby released premisses, with the appurtenances, unto the said *D. E.*
 his heirs and assigns for ever, as by him or them, or his or their coun-
 sel learned in the law, shall be reasonably advised, devised or required,
 so as such further assurances contain no further warranties than against
 the persons making the same, and so as the persons, to make the same,
 be not compelled or compellable to go or travel further than the cities
 of London and Westminster, for doing thereof. *In Witness, &c.*
J. J. P.

B) Lease and Release, being a Conveyance to alter the Property, &c.

THIS Indenture, made, &c. Between *W. W.* of, &c. gent.
 son and heir of *W. W.* late of, &c. esq; deceased, *J. W.* of,
 and *C. W.* Spinster, only daughter of the said *J. W.* of the one
 part, and *I. M.* of, &c. of the other part, *Witnesseth*, that for and in
 consideration of the sum of 5 s. of, &c. to the said *W. W.* and *C. W.*
 hand paid by the said *I. M.* at, &c. the receipt, &c. *They* the said
W. W. *J. W.* and *C. W.* Have, and each of them *Have* granted, re-
 leased and confirmed, and by these presents *Do*, and each of them
 do, &c. unto the said *I. M.* (in her actual possession, &c.) and to
 her heirs and assigns, *All* and singular the messuages, lands, tenements,
 hereditaments, and real estate, whatsoever and wheresoever, to which
 the said *W. W.* party hereto, *J. W.* and *C. W.* or either of
 them, are seised of or interested in, in possession, reversion, remainder
 or expectancy, by virtue of or under the last will and testament of the
 said *W. W.* deceased, bearing date the 22d day of *March*, &c. and the
 reversion, &c. and all the estate, &c. *To have and to hold* the said
 messuages, lands, tenements, hereditaments, real estate and premisses,
 with the appurtenances, unto the said *I. M.* her heirs and assigns, *To*
 have and to hold unto the said *I. M.* her heirs and assigns for
 ever, to the only proper use and behoof of the said *I. M.* her heirs and assigns for
 ever. *And this Indenture further witnesseth*, that for and in considera-
 tion of the like sum of 5 s. by the said *I. M.* paid to the said *W. W.*
 party hereto, *J. W.* and *C. W.* at or before the sealing and delivery
 thereof,
 B b 2

thereof, the receipt whereof is hereby acknowledged, they the said *W. W.* party hereto, *J. W.* and *C. W. Have*, and each of them *Have* bargained, sold, assigned, transferred and set over, and by these presents *Do*, and each of them *Doth*, &c. unto the said *I. M.* her executors, administrators and assigns, *All* and singular the goods, chattels, personal estates, monies and effects, whatsoever and wheresoever, late of the said *W. W.* deceased, and to which they the said *W. W.* party hereto, *J. W.* and *C. W.* or either of them, is or are, or shall or may be possessed of, interested in, or entitled unto, by virtue of or under the said last will and testament of the said *W. W.* deceased; And all the estate, right, title, interest, trust, property, possession, claim and demand whatsoever, both at law and in equity, of them the said *W. W.* party hereto, *J. W.* and *C. W.* or either of them, of, to or out of the said hereby assigned premises, and every part and parcel thereof, *To have and to hold* the said goods, chattels, personal estate, monies and effects herein before assigned, or mentioned or intended so to be, with their and every of their appurtenances, from henceforth, unto the said *I. M.* her executors, administrators and assigns, to her and their own proper use and benefit. *In Witness, &c.*

Release from an Executor and Devisee in Trust, and the Heir of the Testator, for the same Consideration as is mentioned to be paid by the Purchaser in an assignment of a Mortgage Term, in Trust for him.

THIS Indenture of three parts, made, &c. Between *A.* of ——— executor of the last will and testament, and also devisee of *B.* late of ——— deceased, of the first part, *C.* of ——— brother and heir of the said *B.* deceased, of the second part, and *D.* of the third part, *Witnesseth*, that for and in consideration of, &c. paid by the said *D.* by the direction of the said *A.* unto *E.* of ——— (the consideration of one indenture of assignment tripartite, bearing date, &c. and made between the said *E.* of the first part, and the said *D.* and ——— trustee, of the third part) being in full of the sum agreed for the absolute purchase of the premises hereunder granted, and for and in consideration of the sum of *5 s.* a-piece, of, &c. to them the said *A.* and *C.* in hand, &c. the receipt, &c. they the said *A.* and *C.* *Have* granted, &c. and by, &c. unto the said *D.* (in the actual possession, &c.) and to the heirs and assigns of the said *D.* for ever, *All* that, &c. and the reversion, &c. and all the estate, &c. together with all and singular deeds, &c. *To have and to hold*, &c. (as usual): And, &c. *Covenant* from *A.* that, notwithstanding any act of him, or *B.* deceased, he is seised in fee; and hath good right to grant; and that *D.* shall peaceably enjoy

enjoy, free from incumbrances) excepting the assignment of the residue of a term of 1000 years of E. of ——— by the direction of the said A. to ——— trustee for the said D. And lastly, &c. (that A. his heirs, and all others, &c. claiming, &c. except the said ——— trustee for the said D. shall make further assurance, to enure to the purchaser. Vid. tit. Covenants.) In Witness, &c.

Release from one going beyond Sea, of the fifth Part of Lands expectant on the Determination of an Estate for Life, to Trustees, in Trust to sell for the Benefit of the Releasee.

THIS Indenture, made, &c. Between A. of ——— son of B. late of ——— deceased, of the one part, and C. widow and relict of the said B. the father, and D. of ——— of the other part. Whereas, &c. (Recital of a deed whereby the vendor was intitled to a part of the premises): And whereas the said A. intendeth to reside for some time beyond the seas: Now this Indenture witnesseth, that to and for the end, intent and purpose, that the said C. and D. and the survivor of them, and the heirs and assigns of such survivor, may sell and dispose of one fifth part of and in the said manor, &c. limited, appointed and belonging to him the said A. and in consideration of 5 s. of lawful, &c. to him the said A. in hand, at, &c. by the said C. and D. well and truly paid, the receipt whereof, &c. and for other good considerations him thereunto moving, he the said A. Hath granted, bargained, sold, aliened, released and confirmed, and by, &c. unto the said C. and D. (in the actual possession, &c.) and to the heirs, the one full and equal fifth part, &c. and the reversion, &c. and all the estate, &c. To have and to hold the said one full and equal fifth part of and in the said ——— unto the said C. and D. and their heirs and assigns, to and for the use and behoof of the said C. and their heirs and assigns for ever. (Add covenant from the vendor, that he is seized in fee, expectant on the death of F. that the premises are free from incumbrances, and for further assurance. (Vide tit. Covenants). In Witness, &c.

Release

Release of Lands, &c. from the Husband and Wife and their eldest Son, to a Father and his Son, and the Heirs of the Father, with proper Covenants, and the Son's Declaration of his Name being used in Trust for his Father in the Purchase, and that he will convey as his Father shall direct.

THIS Indenture, made, &c. Between A. of, &c. and B. his wife, and C. son and heir apparent of the said A. of the one part, and D. of, &c. and E. son of the said D. of the other part, Witnesseth, that for and in consideration of the sum of ——— lawful, &c. to the said A. and B. his wife, and C. in hand by the said D. well and truly paid, and in consideration of 5 s. of like money to the said A. and B. his wife, and C. in hand likewise paid, at, or &c. by the said E. the receipt, &c. the said A. and B. his wife, and C. do hereby severally acknowledge, and themselves to be therewith &c. and thereof, &c. acquit, &c. the said D. and E. their heirs, executors, administrators and assigns for ever, by these presents, that the said A. and B. his wife, and C. Have, and either and every of them Hath granted, &c. and by, &c. Do, &c. fully and absolutely grant, &c. unto the said D. and E. (in the actual possession, &c. by force and virtue, &c.) made by the said A. in consideration of 5 s. a-piece, &c. and to the heirs and assigns of the said D. and E. for ever, All, &c. and the reversion, &c. and also all the estate, &c. to them the said A. and C. either or any of them, or of any other person or persons in trust for them, or any of them, or for their or either their use or uses, of, in, to, or out, &c. together with all and singular deeds, &c. To have and to hold, &c. unto the said D. and E. their heirs and assigns for ever. (Covenant from A. and C. to D. that A. and C. shall levy a fine to D. and E. to the use of D. and his heirs and assigns for ever. From A. to D. that A. and C. are lawfully seized fee-simple or fee-tail without any remainder, &c. and that they have power to convey; and that the said D. and E. and the heirs and assigns of D. shall peaceably enjoy, free from incumbrances; and that A. and C. shall make further assurance which shall enure to the use of D. and his heirs and assigns. Vid. tit. Covenants). And the said E. doth hereby for himself, his heirs and assigns, acknowledge and declare, that his name is used in these presents, and in the before mentioned bargain and sale, bearing date the day next before the day of the date of these presents, in trust and for the only proper use and behoof of the said D. his heirs and assigns; and that the said sum of ——— the consideration money herein before mentioned to be paid by the said D. for purchase of the said premises, was the proper monies of, and was paid by the said D. and that he the said E. his heirs and assigns, will

any time hereafter, at the request of the said *D.* his heirs and assigns, convey and assure the said premisses herein before granted, sold and conveyed, and every or any part thereof, and all his or their right, title, claim and demand, of, in and to the same, by virtue of these presents, unto the said *D.* his heirs and assigns, or unto such other person or persons, and for such use and uses, as he or they shall direct and appoint. *In Witnesses, &c.*

Release from a Husband and Wife, of the Wife's Land in Expectancy, to a Father and Son, and their Heirs, with a Declaration from the Son that his Name was used in Trust, and that the Purchase money was paid by the Father.

THIS Indenture, made, *&c.* Between *A.* of ——— and *B.* his wife, daughter and only child of *C.* late of ——— deceased, who was brother of *D.* late of ——— deceased, of the one part, and *E.* of ——— and *F.* son of the said *E.* of the other part, *Witnesseth*, that, *&c.* of ——— *l.* *&c.* to the said *A.* and *B.* his wife, *&c.* by the said *E.* well, *&c.* and of 5 s. *&c.* by the said *F.* the receipt, *&c.* the said *A.* and *B.* Have, *&c.* and by, *&c.* unto the said *E.* and *F.* (in the actual, *&c.* and to the heirs and assigns of the said *E.* and *F.* for ever, All that, *&c.* (which premisses are bought and purchased by the aforesaid *D.* deceased, and descended and came to the said *B.* wife of the said *A.* as next heir of *G.* her coulin, deceased, who was nephew and heir of the aforesaid *D.* deceased) To have and to hold, *&c.* unto the said *E.* and *F.* their heirs and assigns for ever, to and for the only proper use and behoof of the said *E.* and *F.* and of their heirs and assigns for ever. (Covenants from *A.* for himself and wife to levy a fine, that *A.* and *B.* are lawfully seised in fee-simple, for the use of said *A.* and *B.* and the heirs and assigns of said *B.* immediately expectant on the death of *H.* now wife of *J.* and formerly wife of *G.* deceased, without any remainder, *&c.* and have right to grant; that *E.* and *F.* shall peaceably enjoy; free from incumbrances; and that *A.* and *B.* will make further assurances, *&c.* Vid. tit. Covenants). And it is hereby declared and acknowledged by the said *F.* for him, his heirs and assigns, that his name is used in these presents, in trust only, and to and for the use and behoof of the said *E.* his heirs and assigns, and that the said ——— *l.* the consideration money paid for the purchase of the premisses, was his proper monies. *In Witnesses, &c.*

Release

Release from Husband and Wife, their Children and a Trustee, of Part of Lands settled to Uses, pursuant to a Power in the Settlement.

THIS Indenture of three parts, made, &c. Between *A.* (husband) of ——— son and heir of *B.* late of ——— deceased, and also nephew and heir of *C.* late of ——— deceased, and *F.* the wife of the said *A.* and *D.* (the trustee) of ——— of the first part, *J.* of ——— son and heir apparent of the said *A.* *H.* of ——— of *J.* ——— *K.* of ——— *L.* of ——— and *M.* of ——— (which said *G. H. J. K. L.* and *M.* are the children of the said *A.* by the said *F.* his wife), of the second part, and *E.* of ——— of the third part, *Witnesseth*, that for and in consideration of the sum of ——— of, &c. to the said *A.* and *F.* his wife in hand, &c. by the said *E.* well and truly paid, (being the sum agreed, &c.) and in consideration of 10*s.* 2 piece of like money to the said *D. G. H.* &c. in hand, &c. by the said *D.* likewise well and truly paid, the receipt, &c. the said *A.* and *F.* his wife, and likewise the said *D. G. H.* &c. *Have*, and each of them *Hath* granted, &c. and by these presents *Do*, and each of them *Doth* fully and absolutely grant, &c. unto the said *E.* (in the actual possession, &c. by virtue of, &c. to him thereof made by the said *A.* and *D.* in consideration of, &c. by indenture, &c. and by force, &c.) and to the heirs, &c. *All* that, &c. and the reversion, &c. and all the estate, &c. whatsoever, in law and equity, of them the said *A.* and *F.* his wife, *D. G. H.* &c. or any of them, or any other person, together with all and singular deeds, &c. *To have and to hold*, &c. (Covenant from the husband for himself and wife, and from the children, that they will levy a fine. From the husband, that notwithstanding any act of his father or uncle, he and *D.* his son are lawfully seised; and that he, his wife and children, have power to convey, free from incumbrances, and for further assurance; and from *D.* the eldest son, that he has not incumbered). *In Witness*, &c.

Release from a Father and his eldest Son of several Messuages, &c. in Consideration of Mortgage-Money paid off, &c. with Exceptions of several Things to be assigned for the Benefit of the Purchaser.

THIS Indenture, made, &c. Between A. of ——— and B. eldest son and heir apparent of the said A. by C. his wife, deceased, of the one part, and D. of ——— of the other part, *Witnesseth*, that for and in consideration, &c. (of mortgage money paid off, see tit. *Consideration*) and in consideration of a sum of, &c. to the said A. and B. in hand also paid, &c. the receipt and payment of which said sums of, &c. which said several sums of ——— and ——— make in all the sum of ——— and are so paid as, aforesaid, for the absolute purchase of the freehold and inheritance of the messuages or tenements and premises herein after mentioned, they the said A. and B. Have, and each of them Hath granted, &c. and by, &c. Do, &c. fully and absolutely grant, &c. unto the said D. (in his actual possession, &c.) and to the heirs and assigns of the said D. for ever, *All that*, &c. and the reversion, &c. and also all the estate, &c. together with all and singular the deeds, &c. (*Vide tit. Parcels*); *To have and to hold* the said messuages, &c. and all and singular other the premises herein before, &c. (as usual.) (*Warranty from the father and son, Vide tit. Warranty. Covenant that the vendors are seised in fee, and have power to grant, and that the purchaser shall quietly enjoy, free from incumbrances, except, &c. which is assigned for the benefit of the purchaser. Vide tit. Exceptions, and a covenant for further assurance.*) *In Witness*, &c.

Release from two Persons seised of an Estate in Fee, subject to a Mortgage, to Trustees, to be sold, and the Money to pay off the Mortgage, and the Surplus to be to such Uses as the Premises were before liable to.

THIS Indenture of three parts, made, &c. Between W. W. of, &c. and B. M. of, &c. of the first part, N. J. of, &c. of the second part, and W. J. of, &c. and W. V. of, &c. of the third part: *Whereas* the said W. W. and B. M. stand seised to them and their heirs of and in the capital messuage, &c. *And whereas* the said premises are mortgaged to the said N. J. and W. D. for 500*l.* Now *this*

Leases and Releases.

this Indenture witnesseth, that for the better securing and speedier raising the said mortgage debt of 500 *l.* and all interest due or to grow due for the same, and in consideration of the sum of 10 *s.* of, &c. to the said *W. W.* and *B. M.* in hand paid by the said *W. J.* and *W. V.* at, &c. and for other, &c. *They* the said *W. W.* and *B. M.* by the direction and appointment of the said *N. J.* and *W. D.* testified, &c. *Have*, and each of them *Hath* bargained, sold, assigned, released and confirmed, and by, &c. unto the said *W. J.* and *W. V.* (in their actual, &c.) *All* that, &c. and the reversion, &c. and all the estate, &c. *To have and to hold* the said capital messuage, &c. unto the said *W. J.* and *W. V.* their heirs and assigns, to the only use and behoof of the said *W. J.* and *W. V.* their heirs and assigns for ever, *On* the trusts and to the ends, intents and purposes herein after mentioned, (that is to say) upon trust that they the said *W. J.* and *W. V.* and the survivor of them, and the heirs of such survivor, shall and do, as soon as conveniently may be, sell the said, &c. hereby bargained and sold, or intended so to be, and out of the money arising by such sale, in the first place, pay off and discharge the said mortgaged debt of 500 *l.* and all interest due or to grow due for the same, together with the costs, charges, damages and expences of the said *N. J.* and *W. D.* and after payment thereof, on trust, to pay the residue of the money arising by such sale; (the said trustees charges and expences occasioned by the trust in them reposed, being first deducted), to such person and persons, and to such use and uses, and on such trusts, as the said premisses hereby bargained and sold were liable to, at and before the execution of this present conveyance; *And*, &c. (*A covenant for peaceable enjoyment on the trusts aforesaid*). *In Witness*, &c.

Release from a Debtor to one of his Creditors, in Trust for the Release and the Rest of the Creditors, towards Payment of the Releasor's Debt.

THIS Indenture, made, &c. *Between A.* of ——— (releasor) of the one part, and *B.* of ——— (the releasee) of the other part, *Witnesseth*, that towards the payment and satisfaction of the several debts and sums of money which the said *A.* oweth to his creditors, mentioned in certain indentures tripartite, bearing even date with these presents, made between the said *A.* of the first part, and the said *B.* &c. and for and in consideration of 5 *s.* of lawful, &c. to the said *A.* in hand, at, &c. by the said *B.* well and truly paid, the receipt, &c. he the said *A.* *Hath* bargained, sold, aliened, infeoffed, released and confirmed, and by, &c. doth fully and absolutely grant, &c. unto the said *B.* (now being in the actual possession of the premisses herein after mentioned, by force, &c.) and to the heirs and assigns

of the said B. for ever, *All that, &c. To have and to hold* unto the said B. his heirs and assigns, to and for the only proper use and behoof of the said B. and of his heirs and assigns for ever; *In Trust nevertheless* for the purpose declared and mentioned in the before mentioned indenture *tripartite*, bearing even date with these presents. (*Covenants, that the said A. is seised in fee; hath right to convey; that B. may quietly enjoy; and that A. will make further assurance, to the use of B.*) *In Witness, &c.*

Release from the above Creditor and Trustee, with the Consent of the other Creditors, to a Purchaser.

THIS Indenture of three parts, made, &c. Between B. of ——— (the creditor and trustee, and now the releasor) of the first part, C. D. E. F. and G. (the other creditors) of the second part, and H. of ——— (the purchaser) of the third part. Whereas by indenture of lease and release, the lease bearing date the, &c. and the release the, &c. and made, or, &c. between A of ——— of the one part, and the said B. of the other part, the said A. towards payment and satisfaction of the several debts and sums of money which he owed to his creditors, mentioned in certain indentures *tripartite*, bearing even date with the said recited indenture of release, made between the said A. of the first part, the said B. (by the name of, &c.) one of the creditors of the said A. and trustee named and appointed for the purposes herein after mentioned, of the second part, and the said C. &c. creditors also of the said A. of the third part, and in consideration of, &c. Did grant, &c. unto the said B. &c. *All that, &c. To have and to hold, &c. In trust nevertheless,* and for the purposes in the before mentioned indenture *tripartite*, bearing even date with the said recited indenture of release declared and expressed, (that is to say) *Upon trust*, and to the intent and purpose, that the said B. his heirs, &c. should with all convenient speed sell and dispose of the said premises (among other things) for the best advantage of all the said creditors of the said A. that he or they could; *And upon further Trust*, that after deduction of all necessary charges and expences, as well in and about the sale of the said premises, and other charges relating to the execution of the trusts in them reposed, he the said B. his heirs, &c. to distribute and divide the remainder of the monies which should arise and be received by, from, or in respect of the said premises, to himself, and to and amongst the rest of the said creditors of the said A. parties to the before recited or mentioned indenture *tripartite*, in proportion according to the several debts to him and them respectively due and owing, mentioned in the schedule thereunto annexed, or according to the account of the said debts, as the same should be proved and appear to be, for and in full payment and satisfaction of the said several debts due and owing to them as aforesaid, or to that effect, by the said recited indentures of lease and release, and indenture *tripartite*,

Leases and Releases.

tripartite, relation, &c. Now this Indenture witnesseth, that for and in consideration of ——— of lawful, &c. to the said B. in hand, at, &c. by the said H. well and truly paid, (by and with the consent, direction and appointment of the said C. D. E. F. and G. testified by their being parties to, and signing and sealing these presents) which said sum of ——— is the same sum of money which is mentioned to be the consideration of a certain writing or assignment under the hand and seal of the said B. and the said C. D. &c. bearing even date with these presents, indorsed on an indenture of demile under the hand and seal of the said A. bearing date, &c. the receipt, &c. and in pursuance of the trust in him the said B. reposed as aforesaid, he the said B. Hath granted, &c. and by these presents, by and with the like consent, direction and appointment of the said C. D. &c. testified as aforesaid, Doth fully, &c. unto the said H. (now being in the actual possession, &c.) by force, &c. made by the said B. for the consideration of 5s. by indenture tripartite, &c. (between the same parties), and to the heirs of the said H. for ever, All that, &c. and all and singular other the premises, in and by the said recited indentures of lease and release, mentioned and intended to be granted, bargained, sold, released and confirmed to the said B. his heirs and assigns as aforesaid, with the appurtenances, and every part and parcel thereof, and the reversion, &c. and also all the estate, &c. of him the said B. of, in, &c. by force, virtue or means of the said recited indentures of lease and release, or by any other ways, &c. together with the said recited indentures of lease and release and all other deeds, To have and to hold the said ——— and all other the premises herein before, &c. (as usual); And, &c. (Covenant that the trustee has not incumbered, and to make further assurance, to the use of the purchaser. Vide Tit. Covenants.) In Witness, &c.

Part of a Draught of a Release and Assignment of Freehold and Leasehold Estates to Trustees, to pay 50l. per Ann. until a Debt of 400l. paid.

THIS Indenture, &c. ——— And whereas the said T. W. is justly indebted to the said W. H. in the sum of 400l. of, &c. for making a provision for repayment thereof, the said M. W. hath consented and agreed that the said W. H. and G. P. shall convey and assign the said freehold and leasehold premises unto the said A. and B. upon the trusts, and to and for the intents and purposes, and with, under and subject to the provisos, covenants and agreements herein after mentioned and expressed touching and concerning the same: Now this Indenture witnesseth, that as well for the consideration, and to and for the intents and purposes aforesaid, as also for and in consideration of the sum of 5s. a-piece of, &c. in hand well and truly paid to the said W. H. and G. P. by the said A. and B. at, &c. the receipt, &c. they the said W. H. and G. P. (at the special instance and request, and by and with the consent, direction and appointment of the said M. W. and T. W. her husband, testified by their being parties to, and executing of these presents) Have, and each of them Haib bargained, sold, released and confirmed, and by these presents Do, and each of them Doth, &c. unto the said ——— (in their actual possession now being, &c.) and to their heirs and assigns, All those the said freehold messuages, &c. and the reversion, &c. and all the estate, To have and to hold the same freehold messuages, or tenements and premises, and every part and parcel thereof with the appurtenances, unto the said A. and B. their heirs and assigns, To the Use and behoof of the said A. and B. their heirs and assigns, during the natural life of the said M. W. and no longer, upon the trusts, and for the intents and purposes, and with and under and subject to the proviso, covenants and agreements herein after mentioned and declared touching and concerning the same: And this Indenture further witnesseth, that the said W. H. and G. P. for the same considerations, and to and for the same intents and purposes, and at and by the same instance and request, consent and appointment as aforesaid, Have and each of them Haib bargained, sold, assigned, transferred and set over, and by these presents Do, and each of them Doth, &c. unto the said A. and B. their executors, administrators and assigns, All that the said leasehold, &c. and all the estate, &c. of them the said W. H. and G. P. or either of them, of, in, to or out of the same premises, and every or any part or parcel thereof; To have and to hold the same leasehold messuages, or tenements and premises, and every part and parcel thereof, with the appurtenances, unto the said A. and B. their executors, administrators and assigns, from henceforth

henceforth for and during all the rest, residue and remainder of the said term of 61 years thereof demised as aforesaid, yet to come and unexpired, under and subject to the said reserved yearly rent of 6*l.* payable for the same as aforesaid, upon the trusts, and to the intents and purposes, and with, under and subject to the provisoes, conditions and agreements herein after mentioned, touching and concerning as well the said freehold as leasehold premises; (that is to say) *Upon Trust*, in the first place, that they the said *A.* and *B.* or the survivor of them, or the heirs, executors or administrators of such survivor, do and shall pay or cause to be paid unto the said *W. H.* his executors, administrators or assigns, by and out of the rents, issues and profits of the said respective premises, the yearly rent or sum of 50*l.* of, &c. by equal half yearly payments, at *Lady-day* and *Michaelmas-day* in every year, until the said respective principal sums of 200*l.* and 200*l.* so due to the said *W. H.* as aforesaid, shall be fully paid and satisfied, with proportionable interest for the same from henceforth, (in case the said *M. W.* shall happen to live so long, and not otherwise); the first of the half yearly payments of the said yearly rent or sum of 50*l.* to begin and to be made upon *Michaelmas-day* next ensuing the date of these presents, without any deduction or abatement whatsoever out of any or either of such half-yearly payments, for or in respect of any taxes, charges or impositions whatsoever; And in the next place, do and shall permit and suffer the said *M. W.* to take, receive and enjoy all the rest and residue of the rents, issues and profits of the said freehold and leasehold premises, (over and above the said yearly payments of 50*l.* unto the said *W. H.* as aforesaid) and all the rents, issues and profits of the same premises, from and immediately after payment and satisfaction of the said principal sum of 400*l.* by 50*l.* a year as aforesaid, for her sole use, benefit and behoof, during the term of her natural life, according to the said will of the said *W. H.* without the power and controul of the said *W.* her husband, and that her receipts only shall from time to time be a sufficient discharge for the same: *Provided always*, and it is hereby declared and agreed by and between all and every the parties to these presents, and the true intent and meaning of them, and every of them, and of these presents, is and are, that in case the said *M. W.* shall happen to die before the said principal sum of 400*l.* shall be fully paid and satisfied by such yearly payments as aforesaid; or in case the said sum of 400*l.* shall be fully paid and discharged by such yearly payments as aforesaid; or in case the said sum of 400*l.* shall be fully paid and discharged in the life-time and before the decease of the said *M. W.* then and in either of the said cases, and immediately upon and after such death or payment as aforesaid, these presents, and every clause, matter and thing herein contained, shall cease, determine, and be utterly void, to all intents and purposes whatsoever; And then, and in either of the said cases, they the said *W. H.* and *G. P.* or the survivor of them, and the heirs, executors and administrators of such survivor, shall stand seised and possessed of and in the said freehold and leasehold premises, and every part and parcel of them respectively, with the appurtenances, upon such trusts, and to and for such uses, behoofs, intents and purposes, as are mentioned and declared, touching and concerning the same, in and by the said recited will of the said *W. H.* any thing herein contained to the contrary thereof in any wise notwithstanding; And the said *M. W.* doth hereby
impower,

impower, direct and appoint the said *A.* and *B.* and the survivor of them, and the heirs, executors and administrators of such survivor, to pay the said yearly sum of 50*l.* by and out of the rents and profits of the said respective premises, unto the said *W. H.* his executors, administrators or assigns, until the said principal sum of 400*l.* shall be fully paid and satisfied, (in case he shall happen to live so long) according to the true intent and meaning of these presents; And the said *W. H.* (done no *act* to incumber the premises; the like covenant from *P.*) In Witness, &c.

Trustees Conveyance of their Trust to new Trustees, upon the same Trust as before, being a very particular and special Conveyance, and drawn and approved of by several eminent Counsel.

THIS Indenture of Three parts, made, &c. Between *R. M.* of, &c. gent. and *P.* his wife, (formerly the widow and relict of *T. S.* late of, &c. esq; deceased) of the first part, *E. B.* of, &c. and *C. H.* of, &c. of the second part, and *R. M.* of, &c. gent. and *J. H.* of, &c. gent. of the third part. Whereas by indentures of lease and release, bearing date on or about the 17th and 18th days of September 1711, the said release, being *Tripartite*, and made or mentioned to be made between the said *P. M.* (by her then name of *P. S.*) of the first part, the said *R. M.* of the second part, and the said *E. B.* and *C. H.* of the third part, (reciting that a marriage was then intended to be had and solemnized between the said *P.* and the said *R. M.* and that the said *R. M.* by virtue of the said then intended marriage, would be now intitled to a considerable fortune with the said *P.* over and besides the real and personal estate of the said *P.* therein after mentioned and intended to be thereby conveyed, assigned and settled, to and upon the several uses, trusts, intents and purposes therein and herein after mentioned and expressed) In Consideration of the then intended marriage, and for other considerations therein mentioned, the said *P.* (with the consent, good liking and approbation of the said *R. M.*) did grant, release and confirm unto the said *R. B.* and *C. H.* and their heirs, all those two undivided third parts, the whole into three equal parts to be divided, of all, &c. (which said messuages, farms, lands and hereditaments, were late the inheritance of *H. A.* gent. deceased, late father of the said *P.*) and all other the freehold messuages, lands, tenements and hereditaments whatsoever of her the said *P.* situate, lying and being in the county of *Y.* To hold unto the said *E. B.* and *C. H.* and their heirs, to the use of the said *P.* and her heirs, until the solemnization of the said then intended marriage; and from and after the solemnization thereof, then to the use and behoof of the said *E. B.* and *C. H.* and their heirs, for and during the natural life of the said *P.* upon trust, and to the in-

Recital of first settlement of Mrs. *M.* before her marriage, of all her real and personal estate.

Parcels.

Habendum. to and to the use of trustees upon several trusts viz. to pay the rents to her during life

for her separate
use and benefit;
afterwards

to the use of
whom, as she
by will or writ-
ing should ap-
point; and for
want thereof,
to her own
right heirs.

Recites her
leasehold
estate,

and that she
assigned the
same to said
trustees for
the remainder
of the terms,

tent and purpose, that they the said *E. B.* and *C. H.* and the survivor of them, and his heirs, should pay and dispose of the rents, issues and profits of all and singular the said premises, from time to time, as they should be received, unto the said *P.* during the term of her natural life, to be paid unto her own proper hands, or to such person or persons, as she by any note or notes, writing or writings to be by her signed, should from time to time appoint; the same to be paid for the separate and peculiar use and benefit of the said *P.* and not to be liable to the debts, engagements, incumbrances or controul of the said *R. M.* and that the receipts or acquittances of the said *P.* by her signed with her own proper hand; (notwithstanding the intended coverture of her with the said *R. M.*) or of such person or persons by her to be appointed as aforesaid to receive the same, should be from time to time sufficient to discharge the said *E. B.* and *C. H.* their heirs, executors, administrators and assigns, and the tenant and tenants for the time being of the said premises, of and for the said rents, issues and profits of the premises, or so much thereof as should be thereby from time to time, and at all times, acknowledged to be received from them or any of them, their or any of heirs, executors, administrators or assigns; and from and after the death of the said *P.* to the use of such person and persons, and for such estate and estates, as the said *P.* (whether covert or sole, and notwithstanding her coverture) by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will to be by her published, signed and sealed in the presence of three or more witnesses, should limit, direct and appoint; and for want of such limitation, direction or appointment, and until such direction, limitation or appointment should be made, and until such estate and estates so limited, directed or appointed, should respectively commence and take effect, and as such estate or estates so limited, directed or appointed, should respectively end and determine; and as to such parts thereof, whereof no limitation, direction or appointment should be made, to the use and behoof of the right heirs of the said *P.* for ever. And it is by the said recited indenture of release further recited, that the said *P.* was possessed of and interested in a certain messuage or tenement, farm and lands, with their appurtenances, situate, lying and being in *M.* in the said county of *T.* for the remainder of a certain term of 21 years then to come, by virtue of one indenture of demise and lease thereof, made and granted by, &c. unto the said *T. S.* in his life time; *it is by the said indenture of release further witnessed,* that for the considerations therein mentioned, the said *P.* (by and with the consent, good liking and approbation of the said *R. M.*) did bargain, sell, assign, transfer and let over unto the said *E. B.* and *C. H.* their executors, administrators and assigns, *all* the said leasehold messuage or tenement, farm and lands, with the appurtenances, situate, lying and being in *M.* aforesaid; and every part and parcel thereof, and all and singular other the premises, in and by the said indenture of lease demised by the said, &c. unto the said, *T. S.* as aforesaid; *so hold* unto the said *E. B.* and *C. H.* their executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of 21 years then to come and unexpired, and for and during any other terms for years, which she the said *P.* had or was intitled unto the said leasehold premises, or any part

part thereof, subject to the several trusts, and to the intents and purposes therein after expressed and declared concerning the same, *viz.* *In trust* that they the said *E. B.* and *C. H.* their executors, administrators and assigns, should from time to time raise so much money out of and by the rents and profits of the same leasehold premises, as should be requisite for the payment of the fines, for the renewing from time to time of the said therein and herein before in part recited indenture of lease, and the same to be renewed at the end of every seven years, to be computed from the commencement of the said in part recited original indenture of lease; or within any shorter time, at the direction of the said *E. B.* and *C. H.* and the survivor of them, his executors, administrators and assigns, and should stand possessed of the said leasehold premises, so to be renewed as aforesaid, *in trust* for the said *P.* her executors, administrators and assigns, until the solemnization of the said then intended marriage; and from and after the solemnization thereof, *then upon trust* and confidence, and to the intent and purpose, that they the said *E. B.* and *C. H.* and the survivor of them, his executors, administrators and assigns, should pay and dispose of the rents, issues and profits of the said leasehold premises, from time to time as they should be received, unto the said *P.* during the term of her natural life, to be paid to her own proper hands, or to such person or persons, as by any note or notes, writing or writings to be by her signed, she should from time to time appoint; the same to be paid to her sole, separate, and peculiar use and benefit, and not to be liable to the debts, engagements, incumbrances or controul of the said *R. M.* and that the receipts or acquittances of the said *P.* by her signed with her own proper hand, (notwithstanding her then intended coverture of the said *R. M.*) or of such person or persons by her to be appointed as aforesaid to receive the same, should be from time to time sufficient to discharge the said *E. B.* and *C. H.* their executors, administrators and assigns, and the tenant and tenants for the time being of the said leasehold premises, of and from the said rents, issues and profits of the same premises, or so much thereof as should be thereby, from time to time, and at all times, acknowledged to be received from them, their or any of their executors, administrators or assigns respectively; and from and after the death of the said *P.* *Then in trust* for such person and persons, and for such estate and estates, as the said *P.* (whether covert or sole, and notwithstanding her then intended coverture with the said *R. M.*) by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, should limit, direct or appoint; and for want of such limitation, direction or appointment, and until such limitation, direction or appointment should be made; and until such estate or estates so limited, directed or appointed, should respectively commence and take effect; and as such estate or estates so limited, directed or appointed, should respectively end and determine; and as to such parts thereof, whereof no such limitation, direction or appointment should be made, *in trust* for the only benefit and advantage of the executors and administrators of the said *P.* And it is by the said indenture of release further recited, that by indenture of mortgage, bearing date on or about the first day of May, &c. *R. D.* the elder of, &c. gent. and *R. D.*

in trust in the first place, to raise money to renew the lease, and after to stand possessed in trust for her, &c. till the marriage, and afterwards in trust to dispose the rents thereof to herself, for her separate use during her life, and afterwards

in trust for such persons, as she by deed or will should appoint, and for want thereof, in trust for her executors and administrators.

Recites her several securities for money.

*Habendum for
1000 years
to D.*

*Redeemable
on payment
of 530*l.**

*Reciting the
530*l.* unpaid.*

*P. by consent
of R. M. as-
signs to E. B.
and C. H.*

*for the remain-
der of 1000
years, subject
to the trusts af-
ter mentioned.*

*Recites N. P.'s
and W. P.'s
bond to P. for
100*l.**

*And A. P.'s
bond to P. for
159*l.**

*and that P. was
possessed of fev-
eral jewels and
plate.*

the younger, son and heir apparent of the said R. D. the elder, for and in consideration of the sum of 500 *l.* to them paid by the said P. *did* grant and demise unto the said P. all those messuages, lands, tenements and hereditaments, with the appurtenances, commonly called or known by the name of N. lying within the parish of T. in the county of, &c. which were then late the inheritance of W. B. esq; deceased, formerly in the possession of J. D. and then or then late in the possession of D. D. widow of the said J. D. *to hold* unto the said P. (then P. S.) her executors, administrators and assigns, from the date thereof, for and during the term of 1000 years from thence next ensuing, at and under the yearly rent of one pepper-corn; in which said last mentioned indenture, there is a proviso contained for the making void the same indenture on payment by the said R. D. the elder, and R. D. the younger, unto the said P. of the sum of 530 *l.* in manner, and at the several days and times therein limited and appointed for the payment thereof, and then long since past; and reciting that the said sum of 530 *l.* was not paid pursuant to the said proviso in the said indenture of mortgage contained, by reason whereof the said term of 1000 years became absolutely vested in the said P. her executors, administrators and assigns; *it is by the said recited indenture of release further witnessed*, that for the considerations therein mentioned, the said P. (by and with the consent, good liking and approbation of the said R. M.) *did* bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, *all* the said messuages, lands, tenements and hereditaments therein and herein before mentioned to be situate in the said parish of T. and demised by the said R. D. the elder, and R. D. the younger, unto the said P. her executors, administrators and assigns as aforesaid, and every part and parcel thereof, with their and every of their appurtenances; *to hold* unto the said E. B. and C. H. their executors, administrators and assigns, from thenceforth for and during all the rest and residue and remainder of the said term of 1000 years then to come and unexpired, and for and during any and every other term or terms for years which she the said P. had or was intitled unto in the same premises, subject to the several trusts, and to the intents and purposes therein after expressed, limited and declared of and concerning the same. *And it is by the same indenture of release further recited*, that N. P. of, &c. and W. P. of, &c. by their bond or obligation, bearing date on or about the 18th day of October, &c. became bound unto the said P. in the penal sum of 200 *l.* conditioned for the payment of 100 *l.* unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; *And further reciting*, that A. P. of, &c. gent. by his bond or obligation, bearing date on or about the second of May, &c. became bound unto the said P. in the penal sum of 300 *l.* conditioned for the payment of 159 *l.* unto the said P. her executors, administrators or assigns, at a certain day therein mentioned, and long since past; *And further reciting* that the said P. was possessed of and well intitled unto a gold watch and gold chain thereto, belonging, a pearl necklace, &c. *It was by the said indenture of release further witnessed*, that for the considerations therein mentioned, the said P. by and with the consent, good liking and approbation of the said R. M. *did* bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their executors, administrators and assigns, the said two several

several and respective bonds or obligations herein before in part recited, and all monies as well principal as interest thereupon, or by virtue thereof respectively, due and payable; and also the said gold watch and chain, &c. therein and herein before mentioned, and every of them; to hold unto the said *E. B.* and *C. H.* their executors, administrators and assigns from thenceforth, in as full and ample manner, to all intents, constructions and purposes, as she the said *P.* might, could or ought to have had, held and enjoyed the same, in case the same indenture had never been made; And it was by the same indenture of release agreed and declared, that the said several and respective bargains, sales and assignments therein before severally and respectively made of the said mortgage so made by the said *R. D.* the elder and *R. D.* the younger, to the said *P.* as aforesaid, and all monies thereupon due and owing, and of the said several and respective bonds or obligations, and all monies thereupon respectively due and owing, and of the said gold watch, chain and ring, and several pieces or parcels of silver, plate, and of every of them, was upon trust, that they the said *E. B.* and *C. H.* and the survivor of them, his executors and administrators should stand possessed of the same premises, in trust for the sole, separate and peculiar use and benefit of the said *P.* and should employ, deliver and dispose of the same, and every of them, and of the proceed and produce thereof, and of every part thereof, to such person and persons, as the said *P.* separate and apart from the said *R. M.* (notwithstanding the intended coverture) by any deed or deeds, writing or writings to be by her signed and sealed in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses; should at any time or times thereafter appoint, direct or declare, and that under such trusts, qualifications, conditions, limitations and agreements, as she the said *P.* should appoint, direct or declare, absolutely or conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction or declaration should be made, and as to such part or parts thereof, whereof no such appointment, direction or declaration, should be so made in trust for the said *P.* her executors, administrators and assigns: And the said *R. M.* for himself, his heirs, executors, administrators and assigns, did by the said indenture of release covenant with the said *E. B.* and *C. H.* their executors, administrators and assigns, that (notwithstanding any act, matter or thing to be made, done or committed by him the said *R. M.* to the contrary) it should and might be lawful to and for the said *P.* at any time or times thereafter during the said then intended coverture, and at all other times, to make such will, gift or disposition of the said several and respective premises therein and herein before severally and respectively mentioned and intended to be thereby conveyed, assigned and set over, to and for her separate use as aforesaid, and of every of them, and of every part and parts of them, and every of them and of the produce and proceed thereof, as she the said *P.* shall think fit, direct or declare; and that he the said *R. M.* his executors, administrators or assigns, or any other person or persons claiming or to claim by, from, or under him or them, should not impeach, question, hinder, molest or trouble any person or persons claiming under such deed or deeds, writing or writings, will or disposition of

The said *P.* assigns the said bonds, jewels and plate to the said *E. B.* and *C. H.*

In trust for the separate use of *P.* as she by deed or will appoints.

R. M. covenants with the trustees, that *P.* might make a will or disposition,

and that he should not question such will or disposition,

and that he
should consent
to the probate
of such will,

nor oppose the
probate thereof,

and to give
power to trust-
tees to sue for
debts, &c.

and that the
monies and se-
curities should
be liable to the
trusts.

That the trust-
tees might de-
duct the charges.

Not to be ac-
countable for
more than they
receive, nor for
interest and
plate, nor for
the acts of the
other.

Recites the
marriage took
effect, and a
bill brought in
chancery.

or by the said *P.* as aforesaid, but that all and all manner of dispositions whatsoever, to be had, made or done of the said premises, or any part thereof by the said *P.* at all times, should be as good and effectual in the law, as if the said *R. M.* had joined in the same with the said *P.* or as if the said *P.* were not married to the said *R. M.* for and notwithstanding any act to be done by the said *R. M.* to the contrary; and that in case the said then intended marriage should take effect and be solemnized, and that the said *P.* should depart this life in the life-time of the said *R. M.* and should make such last will or other grant or disposition as aforesaid, of all or any of the said premises, or should make any one person or persons executor or executors of such her last will as aforesaid, or otherwise that he the said *R. M.* his executors or administrators upon request should give his and their consent to the probate of such will, and to the allowance of such grant or disposition; and that he the said *R. M.* his executors or administrators, should not oppose the probate thereof, or the appointment, direction, grant, disposition or enjoyment of the premises by virtue thereof, by such executors or administrators, legatee or legatees, or any other person or persons claiming or to claim under them, or any of them, and that he the said *R. M.* should and would give power and authority to the said trustees, or the survivor of them his executors or administrators, to sue for the said debts, sum and sums of money in the name of the said *R. M.* (he the said *R. M.* being indemnified in the said suits); and that such debts, sum and sums of money so secured by the said in part recited mortgage and bonds or obligations, and every of them, when recovered and received, should be liable to the trusts therein and herein above mentioned. And it is by the said indenture of release provided, agreed and declared, that it should and might be lawful to and for the said *E. B.* and *C. H.* their executors, administrators and assigns, and every of them, from time to time, and in the first place, out of all, every or any of the said respective premises thereby mentioned or intended to be bargained, sold, assigned, transferred and set over, or whereof any trust was thereby declared, or out of the product, produce and proceed thereof, to deduct and take to themselves all their reasonable costs, charges and expences whatsoever, which they or any of them should expend or be put unto, in or about the management of the premises, or the execution or defence of any of the trusts aforesaid; and that none of them should be accountable for any more monies than what they should respectively actually receive, nor for the said watch, chain, ring, and several pieces of plate, or any of them, other than such part or parts thereof as should actually come to their respective hands, and that no one of them should be chargeable or accountable for the acts, receipts, neglects or defaults of the other or others of them: And whereas soon after the making and executing of the said indentures of lease and release, the said then intended marriage betwixt the said *R. M.* and the said *P.* was had and solemnized: And whereas afterwards the said *R. M.* and *P.* his wife exhibited their bill in the high and honourable court of chancery against the said *E. B.* and *C. H.* thereby setting forth, that the said in part recited indenture of lease and release were by some accident lost, but that the plaintiffs had then in their custody a draught thereof, and that the said deeds being executed by the plaintiff *P.* with the plaintiff *R.*'s consent, did vest the legal estate of the said freehold and leasehold premises

misses, and the said securities and other the premises, in the said defendants, and that the plaintiffs had applied themselves to the defendants, desiring them either to accept of the said trust in relation to the said freehold and leasehold premises, or to assign the same to other trustees, subject to the same trust; and that the said mortgage, bonds and plate might be assigned to the absolute use of the plaintiff R. (the plaintiff P. agreeing and consenting to give him the same) but that the defendants refused to act in the trust, or to assign the same without direction of the said court for their indemnity; the scope of the bill was, that the defendants might accept the said trust, or assign the same over to other trustees, and to be relieved in the premises: *And whereas* the said defendants E. B. and C. H. having put in their answers to the said bill, and the said draught of the said release being exhibited and proved in the said cause, it was, upon *Wednesday* the said 30th day of *July* last past, ordered and decreed by the said court, that the defendants the said E. B. and C. H. should convey and assign the said trusts to such new trustees, as Mr. D. one of the masters of the said court, should (with the consent of the said P.) direct and appoint, subject to the same trusts contained in the said draught of the said indentures of lease and release in the plaintiff's custody, and for their so doing, they were thereby saved harmless and indemnified, as by the said indentures of lease and release, and the draught thereof, and the said bill, answers, decree or decretal order, and other proceedings in the said court, relation being thereunto had may more fully appear: *Now this Indenture Witnesseth*, that in pursuance of and in obedience to the said decree or decretal order, and for and in consideration of the sum of 5 s. *&c.* to the said E. B. and C. H. in hand paid by the said R. M. and J. H. at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, the said E. B. and C. H. by the direction and appointment of the said Mr. D. (testified by his approving and allowing of these presents) under his hand, in the margin of the first skin of this indenture, and with the consent and concurrence, and at the special instance and request of the said R. M. and P. his wife (testified by their being made parties to and by their signing and sealing of these presents) *Have*, and each of them *Hath* granted, released and confirmed, and by these presents *Do*, and each of them the said E. B. and C. H. *Doth* grant, release and confirm unto the said R. M. and J. H. (in their actual possession, *&c.* made by the said E. B. and C. H. for one whole year, for the consideration of 5 s. of *&c.* by indenture, *&c.* and made between the said E. B. and C. H. of one part; and the said R. M. and J. H. of the other part, and sealed, *&c.* and to the heirs, *All* that the said two undivided third parts (the whole into three equal parts to be undivided) *Of all, &c.* (*The parcels in hæc verba as before*): *To have and to hold* the said two third parts (the whole into three equal parts to be divided) of the said messuages, farms, lands, grounds, tenements, hereditaments, and all and singular other the premises hereby granted, released or confirmed, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. M. and J. H. and their heirs to the use and behoof the said R. M. and J. H. and their heirs during the natural life of the said P. *Upon Trust* and confidence, and to the intent and purpose, that they the said R. M. and J. H. and the survivor of them, and the heirs of the said R. M. and J. H. and

R. M. and wife, against the trustees, shewing that the said settlement was lost,

and prayed that the trustees might accept trust, or assign over to other trustees.

Decreed the same accordingly,

subject to the same trust as before.

In pursuance of the decree.

grant the freehold estate,

to and to the use of R. M. such and J. H. and

their heirs for the life of *P.* upon trust to pay the rents thereof unto her for life for her separate use;

and after her decease to the use of such person; &c. as she by will or deed should appoint; and in default thereof, to the right heirs of *P.* for ever.

And in further pursuance of the decree,

E. B. and *C. H.* assigned

the parcels of the leasehold *in hac verba*, as before, to the

such survivor, shall pay and dispose of the rents, issues and profits of all and singular the said premises from time to time, as they shall be received, unto the said *P.* during the term of her natural life, to be paid unto her own proper hands, or to such person or persons, as by any note or notes, writing or writings, to be by her signed, as she shall from time to time appoint; the same to be paid for the separate and peculiar use and benefit of the said *P.* and not to be liable to the debts, engagements, incumbrances or control of the said *R. M.* and that the receipts or acquittances of the said *P.* by her signed with her own proper hand (notwithstanding her coverture with the said *R. M.*) or of such person or persons by her to be appointed as aforesaid to receive the same, shall be from time to time sufficient to discharge the said *R. M.* and *J. H.* their heirs, executors, administrators and assigns, and the tenant or tenants for the time being of the said premises, of and for the said rents, issues and profits of the premises, or so much thereof, as shall be thereby from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their heirs, executors, administrators or assigns; And from and after the death of the said *P.* *To the Use* of such person and persons, and for such estate and estates, as the said *P.* (whether covert or sole, and notwithstanding her coverture with the said *R. M.*) by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will to be by her published, signed and sealed in the presence of three or more witnesses, shall limit, direct or appoint; and for want of such limitation, direction or appointment, and until such limitation, direction or appointment shall be made; and until such estate and estates so limited, directed or appointed, shall respectively commence and take effect; and as such estate or estates so limited, directed or appointed, shall respectively end and determine; and as to such part or parts thereof, whereof no such limitation, direction or appointment shall be made, *To the Use* and behoof of the right heirs of the said *P.* for ever. And this Indenture further witnesseth, that in further pursuance of and in obedience to the said decree or decretal order, and also for and in consideration of the sum of 5 s. of, &c. to the said *E. B.* and *C. H.* in hand paid by the said *R. M.* and *J. H.* at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said *E. B.* and *C. H.* by the direction and appointment of the said *Mr. D.* and with the consent and concurrence, and at the special instance and request of the said *R. M.* and *P.* his wife, testified as aforesaid, Have, and each of them *Have* bargained, sold, assigned, transferred and set over, and by these presents *Do*, and each of them the said *E. B.* and *C. H.* *Doth*, &c. unto the said *R. M.* and *J. H.* their executors, administrators and assigns, All the said leasehold messuages, farm and lands with the appurtenances, situate, lying and being in *M.* aforesaid, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof, and all the estate, right, title, interest, use, trust, possession, term and terms of years to come and unexpired, right of renewal, property, claim and demand whatsoever in law or equity of them the said *E. B.* and *C. H.* or either of them, of, in, to, or out of the same premises, and every or any part or parcel thereof; *To have and to hold* the said leasehold messuage or tenement

tenement, farm, lands, and all and singular other the premises hereby assigned, or intended to be hereby assigned, with the appurtenances, unto the said *R. M.* and *J. H.* their executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said term of 21 years yet to come and unexpired, and for and during all and every other term or terms of years, which they the said *E. B.* and *C. H.* or either of them, have or hath, or are or is intitled unto, in the said leasehold premises or any part thereof; *Subject nevertheless* to the several trusts, and to the intents and purposes herein after expressed and declared concerning the same, (that is to say) *In Trust* that the said *R. M.* and *J. H.* their executors, administrators and assigns, shall from time to time raise so much money out of and by the rents and profits of the same leasehold premises, as shall be requisite for the payment of the fines for the renewing from time to time of the said herein before in part recited indenture of lease; and the same to be renewed at the end of every seven years to be computed from the commencement of the in part recited original indenture of lease, or within any shorter time, at the discretion of the said *R. M.* and *J. H.* or the survivor of them, his executors, administrators or assigns; And it is hereby agreed and declared by and between all and every the said parties to these presents, that the said *R. M.* and *J. H.* and the survivor of them, his executors, administrators and assigns, shall stand possessed of the said leasehold premises so to be renewed as aforesaid, *In Trust*, and to the intent and purpose, that they the said *R. M.* and *J. H.* and the survivor of them, his executors, administrators and assigns, shall pay and dispose of the rents, issues and profits of the said leasehold premises, from time to time as they shall be received, unto the said *P.* during the term of her natural life, to be paid to her own proper hands, or to such person or persons, as she by any note or notes, writing or writings, to be by her signed, shall from time to time appoint; the same to be paid to her sole, separate, and peculiar use and benefit, and not to be liable to the debts, engagements, incumbrances or controul of the said *R. M.* and that the receipts or acquittances of the said *P.* by her signed with her own proper hands (notwithstanding her coverture with the said *R. M.*) or of such person or persons by her to be appointed as aforesaid to receive the same, shall be from time to time sufficient to discharge the said *R. M.* and *J. H.* their executors, administrators and assigns, and the tenant and tenants for the time being of the said leasehold premises, of and from the said rents, issues and profits of the premises, or so much thereof as shall be, from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their executors, administrators or assigns respectively; and from and after the death of the said *P.* then in trust for such person and persons, and for such estate and estates, as the said *P.* (whether co-vert or sole, and notwithstanding her said coverture with the said *R. M.*) by any deed or deeds, writing or writings, to be by her sealed and delivered in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will to be by her published, signed and sealed in the presence of three or more witnesses, shall limit, direct or appoint; and for want of such direction, limitation or appointment, and until such limitation, direction or appointment shall be made; and until such estate and estates so limited, directed

Habendum, to *R. M.* and *J. H.* for the remainder of the term of 21 years.

In trust to raise money to renew;

and afterwards

in trust to dispose of the rents, &c. thereof unto *P.* for her life, or whom she shall appoint; for her separate use and benefit;

and after her decease, in trust for whom she by deed or will should appoint.

And in default thereof.

in trust for her
executors and
administrators.

And in further
pursuance of
the decree. *E.*
B. and *C. H.*
assigned the
mortgaged pre-
misses to *R. M.*
and *J. H.* for
the remainder
of the term of
1000 years,
upon the trusts
hereafter men-
tioned.

And further in
obedience to the
decree.

the said bonds,
jewels and plate.

rected or appointed, shall respectively commence and take effect; and as such estate or estates so limited, directed or appointed, shall respectively end and determine; and as to such part thereof, whereof no such limitation, direction appointment shall be made; in trust for the only benefit and advantage of the executors and administrators of the said *P.* And this Indenture further witnesseth, that in further pursuance of and in obedience to the said decree or decretal order, and in consideration of the sum of 5 s. of, &c. to the said *E. B.* and *C. H.* in hand paid by the said *R. M.* and *J. H.* at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, the said *E. B.* and *C. H.* by the direction and appointment of the said Mr. *D.* and with the consent and concurrence, and at the special instance and request of the said *R. M.* and *P.* his wife, testified as aforesaid, Have, and each of them *Hath* bargained, sold, assigned, transferred and set over, and by these presents *Do.* and each of them the said *E. B.* and *C. H.* *Doth*, &c. unto the said *R. M.* and *J. H.* their executors, administrators and assigns, all the said messuages, lands, tenements and hereditaments mentioned to be situate, lying and being in the said parish of *T.* and demised by the said *R. D.* the elder, and *R. D.* the younger, unto the said *P.* her executors, administrators and assigns, all the said messuages, lands, tenements and hereditaments mentioned to be situate, lying and being in the said parish of *T.* and demised by the said *R. D.* the elder, and *R. D.* the younger, unto the said *P.* her executors, administrators and assigns as aforesaid, and every part and parcel thereof, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof, and all the estate, right, title, interest, term and terms for years to come and unexpired, property, claim and demand whatsoever in law or equity, of them the said *E. B.* and *C. H.* or either of them, of, in, to, or out of the same premises, and every or any part or parcel thereof; To have and to hold the said messuages, lands, tenements and hereditaments herein before mentioned to be situate in the parish of *T.* and every part and parcel thereof, with their and every of their appurtenances, unto the said *R. M.* and *J. H.* their executors, administrators and assigns, from henceforth for and during all the rest, residue and remainder of the said term of 1000 years yet to come and unexpired; and for and during any and every other term or terms for years which they the said *E. B.* and *C. H.* or either of them, have or hath, or are or is intitled unto the same premises; subject nevertheless to the several trusts, and to the intents and purposes herein after expressed, limited and declared, concerning the same. And this Indenture further witnesseth, that in pursuance of and in obedience to the said decree or decretal order, and for and in consideration of the sum of 5 s. of, &c. to the said *E. B.* and *C. H.* in hand paid by the said *R. M.* and *J. H.* at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, the said *E. B.* and *C. H.* by the direction and appointment of the said Mr. *D.* and with the consent and approbation, and at the special instance and request of the said *R. M.* and *P.* his wife, (testified as aforesaid) Have, and each of them *Hath* bargained, sold, assigned, transferred and set over, and by these presents *Do.* and each of them the said *E. B.* and *C. H.* *Doth* bargain, &c. unto the said *R. M.* and *J. H.* their executors, administrators and assigns, All the said two several and respective bonds or

or obligations herein before mentioned, and in part recited, and all monies as well principal as interest thereupon, or by virtue thereof respectively due and payable, *And also* the said gold watch and chain, and pearl necklace and diamond ring, and all and every the said silver tea pot, lamp, plate, spoons, salvers, cups, castors, candlesticks, snuffers case, tankard, salts and porringer herein before mentioned, and every of them; and all the right, title and interest of them the said E. B. and C. H. or either of them, of, in and to the same, and every of them; *To have and to hold* the said several and respective bonds or obligations, and all monies as well principal as interest thereupon respectively due and payable; and the said gold watch, chain and ring, and the said several pieces or parcels of silver plate herein before mentioned, and every of them, unto the said R. M. and J. H. their executors, administrators and assigns, from henceforth, in as full, ample and beneficial manner to all intents, constructions and purposes, as the said E. B. and C. H. might, could, or ought to have held and enjoyed the same, in case these presents had never been made. *And* it is hereby agreed and declared, that the said several and respective bargains, sales and assignments, hereinbefore severally and respectively made, of the said mortgage so made by the said R. D. the elder, and R. D. the younger, to the said P. as aforesaid, and all monies thereupon due and owing, and of the said several and respective bonds or obligations, and all monies thereupon respectively due and owing, and of the said gold watch, chain and ring, and several pieces or parcels of silver plate, and of every of them, is upon the trusts, and to the intents and purposes herein after mentioned and expressed, limited and declared, and of and concerning the same, (that is to say) upon trust, that they the said R. M. and J. H. and the survivor of them, his executors, administrators and assigns, shall stand possessed of the same premises, *In Trust*, for the sole, separate and peculiar use and benefit of the said P. M. and employ, deliver and dispose of the same, and every of them, and of the proceed and produce thereof, and of every part thereof, to such person or persons as the said P. separate and apart from the said R. M. (notwithstanding her coverture with the said R. M.) by any deed or deeds, writing or writings, to be by her signed and sealed in the presence of two or more witnesses, or by her last will and testament in writing, or any writing purporting to be her last will, to be by her published, signed and sealed in the presence of three or more witnesses, shall at any time or times hereafter appoint, direct or declare absolutely or conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction or declaration shall be made, in trust for the said P. M. her executors, administrators and assigns. *And* the said R. M. for himself, his heirs, executors and administrators, and for every of them, doth covenant with the said R. M. and J. H. their executors, administrators and assigns, by these presents in manner and form following, (that is to say) that (notwithstanding any act, matter or thing made, done or committed, or to be made, done or committed by him the said R. M. to the contrary) it shall and may be lawful to and for the said P. at any time or times hereafter during her coverture, and at all other times, to make such will, gift or disposition of the said several and respective premises, herein before severally and respectively mentioned and intended to be hereby

to R. M. and J. H.

Declaration of the trust of the mortgage, bonds, jewels and plate,

in trust for the sole, separate use and benefit of P. and to dispose thereof, to whom she by deed or will should appoint.

R. M. covenants that P. his wife may make a will or disposition of all the premises.

and shall not question such will or disposition, but the same shall be as good in law, as if he had joined therein, or were not married; and that he shall give his consent to the probate of such will and such disposition,

and shall not oppose such probate or disposition;

and give power to the trustees to sue for debts.

hereby conveyed, assigned and settled to and for her separate use as aforesaid, and every of them, and of every part and parcel of them, and every of them, and of the produce and proceed thereof, and of every part thereof, as she the said *P.* shall think fit or direct, appoint or declare; And that he the said *R. M.* his executors, administrators or assigns, or any person or persons claiming or to claim, by, from or under him or them, shall not impeach, question, hinder, molest or trouble any person or persons claiming under such deed or deeds, writing or writings, will or disposition of or by the said *P.* as aforesaid; But that all and all manner of dispositions whatsoever to be had, made or done of the premises or any part thereof by the said *A.* at all times, shall be as good and effectual in the law, as if the said *R. M.* had joined in the same with the said *P.* or if the said *P.* were not married to the said *R. M.* for and notwithstanding any act done or to be done by the said *R. M.* to the contrary; And further, in case the said *P.* shall depart this life in the life-time of the said *R. M.* and shall make such last will or other grant or disposition as aforesaid, of all or any of the said premises, or shall make any one person or persons executors or administrators of such her will as aforesaid, or otherwise; that he the said *R. M.* his executors or administrators, upon request, shall give his and their consent to the probate of such will, and to the allowance or grant of such disposition; And that he the said *R. M.* shall not oppose the probate thereof, or the appointment, direction, grant, disposition or enjoyment of the said premises by virtue thereof, by such executors or administrators, legatee or legatees, or any person or persons claiming under them or any of them, according to the true intent and meaning of these presents; And that he the said *R. M.* shall and will give power and authority to the said trustees or the survivor of them, his executors or administrators, to sue for the said debts, sum and sums of money so secured by the said in part recited mortgage and bonds or obligations; and every of them, when recovered and received, shall be liable to the trust abovementioned, expressed and declared of the same respectively. *Provided always, (power for the trustees to deduct their charges, see tit. Proviso.) In Witness, &c.*

Letters of Attorney to receive Money Stock, &c.

A General Letter of Attorney to receive Debts.

KNOW all Men by these presents, that I *A. B.* of ———
(a) for divers good causes and considerations me hereunto moving,
 Have made, ordained, authorized, constituted and appointed, and by
 these presents Do make, ordain, authorize, constitute and appoint *C. D.*
 of ——— my true and lawful attorney (*irrevocable*) for *(b)* me and in
 my name, and to my use, (or, *but to the use of him the said C. D.*) to ask,
 demand, sue for, recover and receive of *E. F.* of ——— *(c)* All and
 every such sum and sums of money, debts and demands whatsoever,
 which now are due and owing unto me the said *A. B.* by and from the
 said *E. F.* And, in default of payment thereof, to have, use and take all
 lawful ways and means, in my name, or otherwise, for the recovery
 thereof, by attachment, arrest, (*distress*) (*re-entry*) or otherwise, (*and*
to compound and agree for the same). And on receipt thereof acquit-
 tances, or other sufficient discharges for the same, for me, and in my
 name, to make, seal and deliver, And to do all lawful acts and things
 whatsoever concerning the premises, as fully in every respect as I my-
 self might or could do if I were personally present, and an attorney or
 attorneys under him for the purposes aforesaid to make, and at his plea-
 sure to revoke; hereby ratifying, allowing and confirming all and what-
 soever my said attorney shall in my name lawfully do, or cause to be
 done, in and about the premises, by virtue of these presents. In
 Witness, &c.

(a) These are words often left out as superfluous.

(b) When there are two attorneys, say, Have made, &c. and by, &c. *B.* of,
 &c. and *C.* of, &c. jointly, and either of them severally, to be my true and
 lawful attorneys and attorney, for me, &c.

(c) Or, Of and from all and every person and persons whatsoever, whom it
 touch, shall or may concern.

To two Persons, but in case of Death, Absence or Refusal of both or either of them, then to another alone, or with either of them they will act.

—— Impower *D.* and *E.* *&c.* jointly, and either of them severally; and in case of the decease, absence or refusal of the said *D.* and *E.* or either of them, to act as our attorneys by virtue hereof, then we ordain, constitute and empower *F.* *&c.* alone or together, with either of them the said *D.* and *E.* as shall be living and present there, and will act as our attorney, by virtue of these presents, jointly, or either of them severally, to be our true, *&c.*

To three Persons, but in case of Death, Absence or Refusal of two of them, then to another to join him that does act.

—— Constitute *B.* *&c.* *C.* and *D.* *&c.* jointly, and either or any of them severally, my true and lawful attorney and attorneys; and in case of the decease or absence of the said *G.* and *D.* or either of them, or of their or either of their refusal to be and act as my attorney or attorneys, together with the said *P.* by virtue hereof, then and not otherwise I make, ordain, constitute and appoint *E.* of, *&c.* together with the said *B.* in case of the death, or of the absence or refusal of both of them the said *C.* and *D.* to act as aforesaid, or together with either of them the said *C.* and *D.* as shall be living and present there, and will act by virtue hereof jointly, or any of them severally, to be my true and lawful attorney or attorneys, for me and in my name, *&c.*

To receive Money on a Bond,

—— And receive of *E. F.* of —— the sum of ——
unto me in and by one bond or obligation, bearing date the ——
upon non-payment thereof, to have, use and take all lawful ways and means, in my name, or otherwise, for recovery of the same, by attachment, bill, plaint, arrest, or otherwise, and, *&c.*

To receive Money which is not become due on a Bond.

TO all to whom these presents shall come, I R. C. of ——— send greeting. Whereas J. V. of ——— and V. J. of ——— by their obligation, bearing date ——— last past, are and stand bound unto me the said R. C. in the sum of ——— with condition for the payment of ——— on the ——— now next ensuing, as by the said obligation doth more fully appear: Now know ye, that I the said R. C. have hereby made, ordained, constituted, appointed and authorised my loving friend J. F. of ——— to be my lawful attorney, for me and in my name to demand and receive the said sum of ——— at the time limited for the payment of the same, and, if the same shall not be then paid, to sue for and recover the sum of ——— being the penalty of the said obligation; and on receipt thereof, &c. (as in the first letter of attorney.)

From a Sailor to his Wife, to receive his Wages and all other Debts.

—— Appoint my loving wife M. C. my true and lawful attorney, for me, and in my name, and for my use, to ask, demand and receive of and from all and every person and persons whatsoever, as well all such sum and sums of money as now are, or which shall or may at any time hereafter become due and owing to me for wages from any ship or ships to whom I now do or may belong; as also all and other monies now due, or to become due and owing to me by any other ways or means whatsoever, and upon non-payment, &c.

To receive a Legacy.

KNOW all Men by these presents, That whereas A. K. late of ——— by her last will and testament, bearing date ——— did give and bequeath unto me M. G. of ——— 500 l. to be paid unto me upon my sealing and delivering a general release to the executors of the said A. K. and made and constituted J. B. of ——— her executor, and shortly after died: And whereas the said J. B. hath proved the said will, and the said M. G. hath sealed such general release to the said J. B. as by the said will is directed, and left the same in

in the hands of her attornies herein after named, to be delivered to the said *J. B.* on payment of the said 500 *l.* Now know ye, that I the said *M. G.* Have made, ordained, constituted, deputed and appointed, and by these presents Do make, ordain, constitute, depu'te and appoint *J. R.* of ——— and *J. S.* of ——— my true and lawful attornies jointly, and either of them singly for me and in my name, and to my use, to ask, demand and receive of and from the said *J. B.* the said legacy of 500 *l.* so given and bequeathed to me the said *M. G.* by the said *A. B.* in her said will as aforesaid; and upon receipt thereof by my said attornies, or either of them, to deliver the said general release so sealed as aforesaid, or to give such other discharge as shall be sufficient; I hereby ratifying, allowing and confirming all and whatsoever my said attornies, jointly or separately, shall lawfully do in the premises. *In Witness, &c.*

To receive Money from the East-India Company.

—— Of and from the United *East-India* Company, or their treasurer, All such sum and sums of money as now are or shall hereafter become due from the said company unto me the said *A. T.* for and on account of the sale of my *China* ware, brought home by me in the ship *A.* in my late voyage from *China*, and sold by the said company at their sale commenced the ——— day of ——— and now standing in the books or accounts of the said company in my name, and also all such sum or sums of money as now are or shall hereafter become due to me the said *A. T.* from the said company, for and on account of the said sale of *China* ware, &c.

Letter of Attorney to demand and receive Money recovered by a Decree in Chancery.

—— To ask, demand and receive of *E. L.* of, &c. the sum of 414 *l.* 13 *s.* 4 *d.* of, &c. decreed to be paid to me by a decree made in the high court of chancery the fifth day of, &c. in a cause there depending between me the said *D. L. A.* plaintiff, and the said *E. L.* defendant; and by virtue of the master's report, which was confirmed July 23, 17— and also by an order of court obtained November 6, 17— to serve the said defendant *E. L.* with a writ of execution of the said decree: And I do, by these presents, give and grant unto the said *C. A.* full power and lawful authority for me, and in my name, stead and place, to do, or cause to be done, all and every such other act and acts, thing and things, as shall be requisite on my behalf to be done in the premises, and that in as full, large and ample manner, as if I myself were at the doing thereof personally present, and had done the same, satisfying, &c.

To receive the Freight of a Ship for the Use of the Receiver and the rest of the Part Owners.

— That *J. A. &c.* master of the good ship, *&c.* have made, *&c.* *D. of, &c.* part owner of the said ship, to be my true and lawful attorney, in my name, or otherwise, *but for the use of himself and the rest of the part owners of the said ship*, to demand, levy, *&c.* by all lawful, *&c.* of and from *E. and F. of London*, merchants, their executors and administrators, and either and every of them, and all others whom it doth or shall concern, all such sum and sums of money, which are due owing and payable by and from them, or either of them, for freight or otherwise, for or in respect of any goods or merchandises imported in the said ship in her said late voyage from *C.* by virtue of a charter-party dated, *&c.* or otherwise howsoever; and upon receipt or recovery of all or any such sum or sums of money, or any part thereof, to give sufficient discharges for the same: Giving, *&c.*

From a Part Owner to receive Dividends of Freight.

— To demand, levy, sue, *&c.* of and from all or any person or persons whom it doth or may concern, all such sum and sums of money which now are and shall grow due to me as my dividend, for and in respect of my parts of and in the ships *C. and D.* for freight or otherwise; and upon receipt thereof, *&c.*

From the Master of a Packet Boat, to receive his Wages from the Post-Office.

— Of and from the treasurer of the general post-office in London, or from *D.* manager of the packet-boat at *D.* and all others whom it doth or may concern, all such sum and sums of money as are due, owing, payable or belonging unto me, and shall be ordered to be paid and allowed to me by the commissioners for executing the office of postmaster-general, for wages and other allowance whatsoever, for service as commander on board the *E.* packet-boat, and to the sea-men of the said vessel, on account of her last voyage to *F.* or otherwise howsoever; and upon receipt thereof, *&c.*

To receive Money due on any Bills of Exchange which shall be remitted, and receive Money due in Exchequer Dividends, in the Bank, East-India Company and South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

K NOW, &c. That J. A. of, &c. intending to go into, and for some time to continue in part beyond the seas, &c. to be my true, certain and lawful attorney, for me and in my name, and to and for my proper use and behoof, during such my continuance abroad, to demand, levy, sue for, recover and receive by all lawful ways and means whatsoever, of and from all and every person and persons whatsoever whom it doth, shall or may concern, as well all and every such sum and sums of money which shall or may become and grow due and payable to me at her majesty's exchequer, for or upon account of any annuity or annuities, or any loans, tallies or orders, by virtue of any act or acts of parliament, or for any dividend or dividends, for or in respect of any stock in the bank of England, in the company of merchants trading to East-India, in the South-Sea company, or any of them, or for or in respect of any other stock belonging to me in any other company; and likewise for me and in my name, and to and for my use, to demand, levy, sue for, recover and receive all such other debts, dues, sum and sums of money, goods, effects, merchandizes and things whatsoever, which now are, and which shall or may at any time or times hereafter become and grow due, owing, payable or belonging to me the said A. upon or by virtue of any bond, &c. and also for me and on my behalf, to accept and pay such bill or bills of exchange as shall be drawn or charged on me by any of my factors, agents or correspondents, as occasion shall require, and generally to do, negotiate, &c. and upon receipt or recovery of all or any such sum and sums of money, annuities, dividends, debts, dues, goods, effects and other things, or any of them, or any part thereof, sufficient acquittances, &c. giving, &c.

A Letter of Attorney to receive Bank Stock to transfer the same.

K NOW all Persons by these presents, that the right honourable T. earl of S. and the right honourable A. countess of S. his wife, (grandaughter and administratrix of the goods and chattels, rights and credits of dame A. R. widow deceased) Have constituted and appointed, and by, *Et. P. E.* of, *Et. gent.* to be their true and lawful attorney for them the said earl and countess, and for each of them, and in their names, place and stead, and to the use of the said earl, to ask and receive All dividends now due, or which shall hereafter accrue or grow due to the said earl and countess or either of them, from the governor and company of the bank of England, And upon the receipt thereof, or of any part thereof, acquittances or other sufficient discharges to make and give for the same; And also to assign and transfer the sum of 3163 *l.* 10 *s.* in the bank stock, and all and every other stock and stocks in the said bank of England, which they the said earl and countess, or either of them have or hath, or is intitled unto, or as the the said countess of S. as administratrix of her said late grandmother, or otherwise, to the said earl, or to such person or persons as the said earl shall order and direct; And further to do, execute, perform and finish all and singular acts, matters and things, which shall be expedient and necessary, touching and concerning the premises, as fully and effectually to all intents and purposes whatsoever, as they the said earl and countess, or either of them, might, or could do in or about the same, being personally present, and whatsoever he the said F. E. shall, &c.

To accept and pay for, and sell Bank Stock.

— To accept of all such capital stock in the bank of England, which I have already bought, or contracted to buy, or shall hereafter buy, or contract to buy of any person or persons whatsoever, upon the transferring thereof, according to the usual manner of transferring the said stock; and pay such sum or sums of money, or consideration for the purchase of all such capital stock, upon the transferring thereof from time to time, as I shall in that behalf order; likewise for me, and in my name, and on my behalf, and to and for my own proper use to sell and transfer all or any such stock which I now have, or shall buy or purchase in the said bank of England, to such person or persons, and in such manner as I shall from time to time direct or appoint by writing under

Letters of Attorney.

my hand ; and also for my use to receive the monies or considerations which shall become due or payable, for or upon the sale of all or any such stock which he shall so sell and transfer for or on my account as aforesaid, and to give sufficient discharges for the same : And I do hereby give and grant, &c.

To receive Exchequer Annuities.

——— *To demand and receive at his majesty's exchequer, from all persons whom it doth or may concern, one annuity or yearly sum of ——— l. and two several annuities of ——— l. and ——— l. payable to us and the said C. for the remainder of the term of 99 years from the, &c. 17— by three several orders, one of them N^o. (—) bearing date, &c. and the other two, dated, &c. N^o. (—) and (—) by virtue and in pursuance of an act of parliament, made in the —th year of the reign of our sovereign lady queen Anne, intituled, (An act, &c.) as the said several annuities, or any of them, or any part thereof, shall from time to time grow and become due and payable ; and upon receipt thereof, or of any of them, or any part thereof, sufficient acquittances and discharges from time to time to make and give : And we do hereby ratify, &c.*

To receive an Exchequer Annuity during the Life of a Person.

——— *To demand and receive from and out of his majesty's exchequer, from the feast-day of, &c. the yearly sum of ——— l. being after the rate of ——— l. per cent. per ann. quarterly, during the life of the said A. according to an order granted unto the said A. by the lords of his majesty's treasury, dated, &c. in pursuance of a late act of parliament, intituled An act for granting to his majesty, &c. and upon receipt thereof, or any part thereof, sufficient acquittances and discharges, for him and in his name, from time to time to make and give : And the said A. doth hereby ratify, &c.*

To accept

To accept East-India Stock, which shall at any Time be transferred, and to receive Dividends, Interest and Profits of the said Stock, and to transfer it back if there be Occasion.

— To accept of all such stock in the United Company of merchants trading to *East-India*, which from time to time shall be transferred to me, or for my use, from all or any person or persons whatsoever; and likewise for me and on my behalf, and to and for my own proper use, to demand and receive all such sum and sums of money, dividends and profits, as shall from time to time become due and payable to me, for and in respect of all such stock or interest, which I have or shall hereafter have in the said company; and upon receipt thereof, or any part thereof, sufficient acquittances and discharges for me and in my name, from time to time, to make and give; likewise for me and on my behalf, from time to time, to transfer such stock in the said company, which now belongs and is, or shall at any time or times hereafter be transferred to me by purchase, or as security for money on sale thereof, on payment of the money lent thereon to such person or persons, as occasion shall require; and to do and perform all other matters and things in and to the premises requisite and necessary, as fully as I myself might or could do, were I personally present: and I do hereby ratify and confirm all and whatsoever my said attorney, or his substitutes shall legally do, or procure to be done, in and touching the premises. *In Witness, &c.*

To Sell African Company Stock.

— To sell and transfer to such person or persons as he shall think fit, all or any part of — *l. — s.* stock, belonging to me in the *Royal African Company of England*, according to the usual method of transferring the said stock; and likewise for my use to receive the money on consideration for which the same, or any part thereof, shall be sold; and upon receipt thereof to give a sufficient discharge or discharges for the same: and I do hereby ratify and confirm all and whatsoever my said attorney shall legally do, or procure to be done, in and touching the premises. *In Witness, &c.*

To recover Goods mentioned in a Schedule, &c. and remit the Money or consign the Effects.

— That *A. Esq.* relict and executrix of the last will and testament of *B. late, Esq.* hath made and ordained, and by these presents doth make, ordain, and in her place and stead put and constitute *C. Esq.* to be her true, certain and lawful attorney for her and in her name, and to and for her proper use, to demand, levy, sue, &c. by all lawful, &c. to and from *D. Esq.* his heirs, executors and administrators, and all person and persons whom it doth, &c. *As well* the several goods and things mentioned and expressed in the inventory or particular thereof thereon indorsed, and which the said *D.* by receipt under his hand, dated, &c. acknowledged to have received of captain *E.* (which receipt and the particular of the said goods mentioned to be received by the said *E.* of the said *B.* is delivered by the said *A.* to *F.* master of the ship *G.* now forthwith bound to *H.* to be delivered to the said *C.*) as also all other goods and things of and belonging to the said *B.* deceased; and upon receipt or recovery thereof, or any part thereof, from time to time to sell and dispose of the same at *H.* aforesaid, for the most profit and advantage that he can; and to remit the money arising by sale thereof, in good bill or bills of exchange, payable to the said *A.* or her order in *London*, for her use or otherwise, and invest the produce of the said goods in such other goods and merchandizes in *H.* as shall be for the best advantage of the said *A.* and to return and consign the same to the said *A.* or her assigns in *London*, which of them the said *C.* shall think fit, and for the most profit and advantage of the said *A.* he the said *C.* in either of the said cases, first deducting thereout all his necessary charges and expences in and about the premises, which the said *A.* agrees he shall and may deduct accordingly; And the said *A.* doth further empower the said *C.* if need be, to call to account and bring to a reckoning the said *D.* and all other person and persons concerning the premises; and to transact, do and perform all other matters and things relating to the said premises, as fully as she herself might or could do personally; and upon receipt or recovery of the said goods and things, or any part thereof, or any sum or sums of money on account thereof, to give sufficient receipt and discharges for the same: giving, &c.

Concerning Debtors and Creditors.

A Letter of Attorney from a Debtor to a Creditor, to receive Money due from several Persons, and an Assignment of such Money in Satisfaction of a Debt.

TO all to whom these presents shall come, I *J. O.* of *K.* in the county of *S.* gent. send greeting, *Whereas* upon an account made between me and *N. C.* gent. I am in arrear indebted

to him in 21 l. 10 s. Now know ye, that for the more speedy reimbursing and paying to the said N. C. the said 21 l. 10 s. I do hereby grant and assign unto him 5 l. 10 s. due to me from R. L. of F. upon a bill obligatory, dated the — day of —: and I do hereby also grant and assign unto the said N. C. all sum and sums of money due or payable unto me by R. L. for costs and charges taxed or assessed by his majesty's court of —; And further, I do make and appoint the said N. C. my true and lawful attorney irrevocable for me, and in my name, stead and place, to ask, demand, sue for, recover, receive, have and take up all and every of the sum and sums of money before mentioned; and upon-payment thereof, &c.

To execute a Deed of Composition and to receive a Dividend.

— To sign, seal and execute an indenture tripartite, bearing date, &c. made or mentioned to be made between C. D. and E. of, &c. creditors of F. &c. and trustees for and on the behalf of other the creditors of the said F. of the first part, G. H. I. and the said A. K. &c. (and so on.) creditors also of the said F. of the second part, and the said F. of the third part; Also for me and in my name, and to and for my proper use and behoof, to demand and receive of and from the said C. D. and E. either or any of them, all monies due and payable to me, upon and by virtue of the said indenture, as well for my share and dividend of the sum of — l. already received by and in the hands of the said C. D. and E. some or one of them, of the estate of the said F. as of the sum of — l. of the debts of the said H. yet standing out and unreceived, or of so much thereof which shall be recovered and received in proportion to the debt of — l. owing to me by the said F. And I do hereby give and grant unto my said attorney my full power and authority in and touching the premises, to do and perform all matters and things for the recovery and receiving the monies due, or which shall become due and payable to me by virtue of the said indenture, as fully as I myself might or could do, were I personally present: And I do hereby ratify and confirm such the execution of the said deed by the said B. as aforesaid, and all other legal acts and things which shall be by him done and performed in and to the premises, by virtue of these presents. In Witnesses, &c.

Letters of Attorney.

To sell Estates, let Lands, enter Premises, receive Rents, grant Leases and execute other Deeds, and Surrender, &c. Copyhold Lands.

To sell an Estate. (Common Form.)

——— To grant, bargain and sell *All that, &c. (the parcels)*, and also all my estate, right, title, interest, claim and demand whatsoever, of, in, and unto the said premises, and every part and parcel thereof, unto *C. D.* of ——— his heirs and assigns for ever; and also for me and in my name, place and stead, and as my proper act and deed to execute, seal and deliver such conveyances and assurances of the said premises unto the said *C. D.* his heirs and assigns, to the only use and behoof of him the said *C. D.* his heirs and assigns for ever, as shall be needful and requisite for the doing thereof, and as shall be to the good liking and approbation of the counsel learned in the law of the said *C. D.* his heirs and assigns, giving, and by these presents granting unto my said attorney full power and absolute authority to do, execute and perform any act or acts, thing or things whatsoever, that shall be needful and necessary to be done, touching or concerning in any wise the premises, or the conveying or assuring thereof to the person and uses aforesaid, in as full and ample manner to all intents and purposes, as I the said *A. B.* might or could do, if I was then and there personally present: and also ratifying, allowing and confirming all and whatsoever acts and things my said attorney shall do, or cause to be done, by virtue and according to the true intent and meaning of these presents. *In Witness, &c.*

Letter of Attorney to enable one or more Persons to sell an Estate, and upon such Sale to seal and deliver a Conveyance, &c.

TO all Persons to whom, &c. the right honourable *T. lord J. baron of B. St. E.* in the county of *S.* sendeth greeting. Know ye, that the said lord *J.* for divers good causes and valuable considerations him thereunto moving, *Hath* deputed, authorized, constituted and appointed, and by these presents *Doth* depute, &c. *M. F.* of, &c. his true and lawful attorney, jointly with *H. J.* esq; to treat with any person or persons whatsoever, for the leasing, selling or other disposition of all

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all or any the messuages, houses, grounds, and hereditaments devised in and by the last will and testament of *H.* late earl of *St. A.* deceased, unto the said lord *J.* (by the name of *J. T.*) and the said *H. J.* and *M. F.* in trust to sell the same for the payment of the said late earl's debts; And after any treaty and agreement made and concluded as aforesaid, for and in the name of the said *T.* lord *J.* jointly with the said *H. J.* to sign, seal and deliver any assignment, conveyance or assurance, to any person or persons that shall purchase or agree to purchase the same premises, or any of them, or any part of them, as he the said *M. F.* in his discretion shall think fit, for the sufficient assigning, conveying and assuring of the same messuages, houses, grounds and hereditaments, which shall be so purchased and sold as aforesaid to the person or persons which shall contract for and buy the same, or any of them, for the execution of every such treaty and agreement as aforesaid; And the said *T.* lord *J.* doth hereby ratify, allow and make firm in law, all and whatsoever acts the said *M. F.* shall do or cause to be done in pursuance of and by virtue of these presents, or the power hereby given. *In Witness* whereof the said *T.* lord *J.* hath hereunto set his hand and seal this twenty-ninth day of *May*, &c.

The Conclusion of a Purchase Deed, by Virtue of the Power above.

— *In Witness* whereof to one part of these present indentures remaining with the said *J. C.* (the purchaser) the said *J. C. H. J.* and Sir *J. C.* have set their hands and seals; and the said *M. F.* to the same indenture for the said *T.* lord *J.* by virtue of a letter of attorney to him made by the said *T.* lord *J.* bearing date the 29th day of *May*, &c. and inrolled in the rolls of the high court of chancery, the tenor whereof followeth in these words; that is to say, *To all*, &c. (Setting forth the whole letter of attorney at length) hath set the hand and seal of the said *T.* lord *J.* and to the other part of the same indenture remaining with the said *H. J.* and the said *J. C.* and Sir *J. C.* have set their hand and seals, the day and year first above written.

From a Guardian of an Infant, to depute a Person to enter into Premises, receive and recover Rents, appoint Stewards, Bailiffs and Receivers, and to take their Accounts.

K NOW all Men by these presents, that *I. F. D.* of — esq; guardian to *F. C.* of, Esq. gent. infant, above the age of 14 years, and under the age of 21 years, have made, ordained, constituted and appointed, and by these presents do make, Esq. *W. B.* of, Esq. my true and lawful attorney, for me and in my name to enter into all that the

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manor of *F. G.* in the county of *H.* and all and singular the manors, capital messuages, lands, tenements and hereditaments whatsoever, belonging to the said *F. C.* situate, &c. and to ask, receive and recover of all the stewards, bailiffs, receivers, farmers and tenants, and all other occupiers whatsoever, of the said manors, messuages, lands, tenements and hereditaments of the said *F. C.* all rents, services, arrears of rents, profits, sum and sums of money now due, or hereafter to grow due to the said *F. C.* and an account and accounts of them, and of all other the stewards, bailiffs, servants and accountants whatsoever of the said *F. C.* or any of them, to require and take; and the said stewards, bailiffs, receivers and servants of the said *F. C.* by and with my consent and approbation, and not otherwise, to displace, and on the displacing or death of any of them, now stewards, bailiffs, receivers, servants, or other agents, by and with my consent and approbation, to put in the place or places of those discharged or dead; and also to sue for, receive and recover all manner of debts, duties, rents and sums of money whatsoever, to the said *F. C.* due and owing; and for non-payment thereof, to sue and distrain, avow or make conscience, and to sell and dispose of such distress and distresses, according to law, and to contract with any person or persons for the leasing any the lands, tenements and hereditaments of the said *F. C.* for the benefit and advantage of the said *F. C.* and to sell any of the woods, and underwoods of the said *F. C.* when saleable; and also to commence or prosecute any suit or suits, action or actions, as well real, personal, as mixt, for any debt, duty, matter, cause or thing whatsoever to the said *F. C.* belonging, or that may be demanded by the said *F. C.* in any court of record, or in any other court or place whatsoever, and the same suits to prosecute and follow, or to discontinue or become nonsuit, or to dismiss the same; and also to take all lawful ways, courses, means and remedies, for the better getting, recovering or receiving any manors, lands, tenements, rents and hereditaments, goods, chattels, debts, duties, sum and sums of money, or other matter or thing whatsoever; and I do hereby authorize and empower my said attorney to allow timber for repairs, and other uses of the tenants and farmers of the said *F. C.* and set fines for any leases, and to nominate and appoint stewards for keeping any of the courts of the said *F. C.* and to accept any surrender or surrenders of any leases, and on such surrenders to contract for new leases for fines, or otherwise, as shall be most for the benefit and advantage of the said *F. C.* and I do hereby allow, ratify and confirm all such act and acts, thing and things, as the said *W. B.* shall with such approbation as aforesaid, do, or cause to be done in and about the premises.

In Witness, &c.

To enter into and take Possession of a Plantation lately bought, and to manage all Affairs therein.

— To enter into and take possession, by all lawful ways and means whatsoever, of a certain plantation called by the name of, &c. and lying, &c. and all other my plantations in, &c. aforesaid, with all the houses, buildings, lands, negroes, servants, coppers, utensils, and other the appurtenances and things thereunto belonging or appertaining, which I lately bought and purchased of C. &c. And for me, &c. to demand, levy, &c. from all whom it doth or may concern, all such sum and sums of money, goods and things whatsoever, as are now due, and which may or shall grow due, payable or belonging to me, by, from, or in respect of the said premises, either for rent or otherwise, by any ways or means whatsoever or howsoever; And also to place and displace all or any of my servants of and in the said plantations and premises, as the shall see needful and for my best advantage; and generally to do, transact, manage and perform all other matters, business, affairs and things whatsoever relating to the said premises, as fully as I myself might or could do, were I personally present; And upon receipt, &c.

From Executors, for their Attorney to account with Persons in Jamaica, and to receive Debts, &c. consign Effects, and to take Possession of Plantations, &c. sell or let the same, or any Negroes, &c. to execute Deeds, &c. and upon his Departure from the said Isle to empower others to do the like.

KNOW all, &c. that we A. of, &c. and B. of, &c. surviving executors of the last will and testament of C. late of, &c. deceased, have, and either of us hath made and ordained, and by these presents do, and either of us doth make, ordain, and in our places and heads put and constitute D. of, &c. now bound out to the island of Jamaica, to be our and either of our true and lawful attorney, for us, in our names, and on our behalfs, and to and for our proper uses, as executors aforesaid, to call to account and bring to a reckoning, and to adjust and settle accounts with all and every person and persons, in the said island of Jamaica aforesaid, who is or are, or shall be indebted to the estate of the said C. deceased, upon any account, by any ways or means whatsoever or howsoever; and also to demand, levy, sue for, recover and receive, by all lawful ways and means whatsoever, of and from all and

and every such person or persons aforesaid, and all, every or any other person and persons whom it doth, shall, or may concern, all and every such debts, dues, sum and sums of money; and likewise all and singular such goods, commodities, merchandizes and effects, which now are, and which shall become and grow due, owing, payable and belonging to the estate of the said C. deceased, upon or by virtue of any mortgages or securities made to the said C. deceased, or to or in trust for us, or either of us, as executors aforesaid, or upon any bond, bill, book, or upon account of trading or dealing, or upon any other account, and by any other ways or means whatsoever or howsoever, in any manner of wise; and likewise to demand, levy, sue for, recover and receive, by all lawful ways and means whatsoever, of and from all and every person and persons whom it doth or shall or may concern, all such sum and sums of money, which now are, and which shall become and grow due and payable for rent and arrears of rent, for and in respect of all, every and any messuages, lands and plantations, of and belonging to the estate of the said C. deceased, in the island of *Jamaica*; and if need be, to distrain for the same, and to sell and dispose of such distress, according as the law in that behalf directs; and upon receipt or recovery of all or any the said debts, dues, sum and sums of money, rent and arrears of rent, goods and effects, or any of them, or any part thereof, sufficient acquittances and discharges for the same, for us, and in our names, from time to time, to make and give; and to return and consign all and every the said debts, sums of money, goods and effects, which shall be from time to time recovered and received, by virtue of these presents, to us the said A. and B. or one of us, at *London*; and generally to do, negotiate, transact, perform and accomplish all other acts, matters and things, for us and either of us, and on our and either of our behalfs, as executors aforesaid, in and about the premises, and in, about and concerning the estate of the said C. deceased, in the said island of *Jamaica*, as fully, to all intents and purposes, as we or either of us might or could do, if we were personally present: And likewise for us, and in our names, and on our behalf, as executors aforesaid, to enter into and take possession of all, every or any the messuages, lands and plantations late of and belonging to the said C. deceased, in the said island of *Jamaica* aforesaid, with all and every the buildings, negroes, servants, cattle, coppers, mills, utensils, appurtenances and things whatsoever thereunto belonging; and from time to time to demise and let the same, or any of them, or any part thereof, by lease, for such term or terms of years or at will, as he our said attorney shall think fit, and to and for the most rent that he can get for the same: and in case he the said D. shall think fit to contract and agree for the sale of, and to sell and dispose of, at and for such price, sum or sums of money, as he shall think fit, all or any of the said [messuages, lands, plantations and premises, with the appurtenances, or any part thereof] or only thus, negroes, coppers, mills, utensils and other things belonging to the estate of the said C. deceased other than houses, lands and plantations; and upon such sale or sales to sign, seal and execute such contracts, agreements, deeds and writings [conveyances and assurances]; and to do and perform all such acts and things for perfecting thereof, as shall be requisite and necessary in the behalf; and to receive for our use the sum and sums of money, or considerations for which the said premises, or any part thereof, shall be

old, and upon receipt thereof, to give a sufficient discharge or discharges for the same: And we the said *A.* and *B.* do, and either of us doth hereby give and grant unto our said attorney full power and authority, in and touching the premises, to sue, &c. (general to): And we do, and either of us doth hereby also give full power and authority unto the said *D.* at his departure and returning from *Jamaica* aforesaid for *England*, by writing under his hand and seal for that purpose, to appoint, authorize and impower such person or persons as he shall think fit to be and act as attorney or attorneys, for and on behalf, of us the said *A.* and *B.* as executors aforesaid, in the room and stead of him the said *D.* and with full power and authority to do, transact and perform all and any, or such of the matters and things which he the said *C.* is herein before, and by virtue of these presents, impowered to perform and execute, as the said *D.* shall think fit, and shall in and by such his writing in that behalf authorize, impower and appoint: And we do hereby ratify and confirm, and shall and will, at all times hereafter ratify and confirm all and whatsoever the said *D.* and such person or persons whom he at his departure from *Jamaica*, as aforesaid, shall by such his writing under his hand and seal in that behalf authorize and appoint as attorney or attorneys for us as aforesaid, or either or any of them, or either or any of their substitutes, shall legally do, or cause or procure to be acted, done and accomplished, in and touching the premises: And we the said *A.* and *B.* do hereby, for ourselves, our executors and administrators, covenant, promise and agree, to and with the said *D.* his executors and administrators, that we the said *A.* and *B.* our executors and administrators, shall and will, at any time or times hereafter, upon request in that behalf, make, do, perform and execute all or any such further and other acts, deeds and things whatsoever, for the better perfecting and confirming all or any sale or sales which shall be made of the said [messuages, lands, plantations and] premises, or any part thereof, by him the said *D.* or such person or persons as he shall by writing authorize and appoint to act in the premises as aforesaid, as shall be reasonably required. *In Witness, &c.*

From a Husband in Right of his Wife, to two Persons jointly, and in case of the Decease of them, then to the other alone; but if he die, or leaves his Residence, the other surviving, then to the said Survivor, together with two others jointly, and to the Survivor of those two, to take Possession of Plantations, &c. and consign the Escheat, &c.

NOW all, &c. That *A.* of, &c. who married *B.* daughter of, &c. and relict and administratrix, with the will annexed of late, &c. deceased, hath made and ordained, and by these presents doth make, ordain, appoint, and in his place and stead put and constitute *D.* of, &c. and *E.* *A.* son of him the said *A.* now bound out to the said island of *Jamaica*, jointly, and in case of the decease of the said

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said *E. A.* then the said *D.* alone; and in case of the decease of the said *D.* or of his departure from the said island, then and in such case the said *A.* doth make and appoint the said *E. A.* together with *F.* and *G.* of the said island, merchants, jointly; and in case of the decease or departure of both of them the said *D.* and *E. A.* from the said island, then and in such case only, and not otherwise, the said *A.* doth make and appoint the said *F.* and *G.* jointly, and the survivor of them, or which of them shall continue to reside in the said island, in case of the decease or departure of either of them from thence, to be the true, certain and lawful attorney and attornies of him the said *A.* for him and in his name to enter into, recover and take possession, by all lawful ways and means whatsoever, of all those messuages and tenements in ——— in the island of *Jamaica* aforesaid, late in the possession of ——— mother of the said *B.* now wife of the said *A.* which after her decease came to and were vested in the said *B.* and likewise to enter into, recover and take possession by all lawful ways and means whatsoever, of all and singular the plantations and lands, with their and every of their appurtenances in the said island of *Jamaica* which were late the estate of the aforesaid ——— deceased; and for that purpose to sue for and prosecute, as occasion shall require, against all or any person or persons whom it shall or may concern, such actions or actions, writ or writs, as they the said *D. E. A. F.* and *G.* or any of them, during such time as they, or any of them, are by these presents respectively authorized and empowered to act as the attornies or attorney of him the said *A.* shall think fit for recovering the possession as well of the said messuages or tenements, as of the said plantations, or any of them; and upon recovery of such possession thereof, to demise and let to any person or persons, as tenants at will, the said messuages or tenements and plantations, or any of them, at and for the most yearly rent, sum or sums of money and payments, that can be gotten for the same; and also to inspect, settle and adjust with the executor or administrators of *R.* deceased, (who in his life-time had the management of the said plantations) and with *S.* of, &c. aforesaid, the late attorney of the said *B.* now wife of the said *A.* and all and every other person and persons whom it shall or may concern, all accounts of and concerning the said plantations and the produce and proceeds thereof, and the charges in and about the same, and the management thereof, and also for and in the name of the said *A.* and to do for his proper use, to demand, levy, sue for, recover, and receive by all lawful ways and means whatsoever, of and from the said executor or administrators of the said *R.* and the said *S.* and all and every other person and persons whom it shall or may concern, all and singular sums and sums of money, goods, effects, rents, profits and produce whatsoever, which now are and which shall arise, become and grow due, payable and belonging to him the said *A.* in right of his said wife, as well for and in respect of the said messuages or tenements, of the said plantations and premises, or any part thereof; and for default of payment of any rents, to distrain for the same, and to do and perform all other acts, matters and things necessary for the recovery of the same rents, and all or any other debts, sums of money, goods and effects which now are, and which shall be due, owing and belonging to him the said *A.* in right of his said wife, as fully as he himself might

could do personally; and upon receipt or recovery of all or any such sum or sums of money, goods, effects, rents, profits, produce, or any of them, or any part thereof, sufficient acquittances and discharges for the same, from time to time, for and on the behalf of the said *A.* to make and give, and to remit, return, send and consign all and singular such sum and sums, &c. which they the said *D. E. A. F.* and *G.* or any of them respectively, at any time or times, shall recover and receive by virtue of these presents, or the power and authority hereby given unto *Mr. H.* merchant in *London*, or to such other person or persons as he the said *A.* shall by writing under his hand for that purpose order and direct: And the said *A.* doth by these presents give and grant unto the said *D.* and *E. A.* jointly; and in case of the decease of the said *B. A.* then to the said *D.* alone; and in case of the decease of the said *E.* or of his departure from the said island of *Jamaica*, then unto the said *E. A.* and *F. G.* jointly; and in case of the decease or departure of both of them the said *D.* and *E. A.* from the said island, then unto the said *F.* and *G.* jointly, and to the survivor of them, or such one of them as shall continue to reside there, in case of the decease or departure of either of them from the said island, full power and authority in and touching the premises, to sue, &c. And the said *A.* doth hereby ratify and confirm all and whatsoever the said *D. E. A. F.* and *G.* or any of them, during such time as they are by virtue of these presents authorized and empowered to act as attornies or attorney of him the said *A.* shall legally do; &c. *In Witness, &c.*

Another from a Brother and Heir to enter into a Plantation, &c.

That *J. A.* of, &c. brother and heir of *B.* late, &c. made, &c. *C.* &c. to be, &c. to enter into, &c. a messuage, and of a parcel of land, &c. lying, &c. called, &c. in the said province of *P.* or any part thereof, which lately were the lands of, or did come unto my said late brother *B.* in his life-time, or whereof or wherein he was seised or possessed, or had or claimed any manner of estate, right, title, interest or demand, and which by his decease now become or come, or ought to descend and come unto me, as or wherein I or ought to have any manner of estate, &c. whatsoever in any manner of wise; Also for me, &c.

A Letter of Attorney to enter into Premises upon Breach of the Condition in a Lease.

TO all People, &c. I. A. of, &c. send greeting. (Recited a lease for 21 years, of lead mines, &c. made by A. to B. C. and D. Nevertheless subject to a condition or proviso therein contained, (that is to say) That if the said B. C. and D. their executors, administrators or assigns, did at any time during the said term desist, discontinue and give over working the said lead mines for the space of three months during the continuance of the said lease, or should neglect to pay and set out every ninth, being of the said lead ore, for the use of me, my heirs and assigns, that then in every such case it should and might be lawful for me, my heirs and assigns, to enter into and upon the said leased premises, and every part and parcel thereof; any thing therein contained to the contrary thereof notwithstanding, as by the said indenture, relation being thereunto had, may more at large appear: And whereas the said B. C. and D. have desisted, discontinued and given over working in the said lead mine for above the space of three months, and have broken the said proviso or condition: Now know ye, and witness these presents, that I the said A. do hereby desire, appoint, authorise and in power E. &c. into the said mines, and all and singular the premises by me leased unto the said B. C. and D. in or by the said recited indenture or into any part or parcel thereof, in the name of the whole, for me and in my name to enter, to the intent to make void the said indenture, according to the power in me by reason of the breach of the said proviso or condition. In Witness, &c.

An Indorsement of the Entry made, pursuant to the foregoing Letter of Attorney.

BE it remembered, That the within named E. in pursuance of and according to the power within given to me, or any other power or authority whatsoever in me in this behalf, hath entered upon and into, &c. in the name of all the said mines, hereditaments and things, in or by the within recited indenture leased, or mentioned to be leased, unto the within named B. C. and D. for breach of the within recited or mentioned condition or proviso, on purpose to make void the said indenture and lease, and the within recited and mentioned term of 21 years. In Witness, &c.

Signed, and the entry above mentioned
made, in the presence of

take possession of a Manor, make Leases, cut down Wood for Repairs, and to repair and new-build any Messuages, and to allow and pay Taxes.

— And on my behalf, and to and for my proper use and benefit, as occasion shall require, from time to time, to enter into and take possession of all that my manor of, &c. and all or any messuages, lands, tenements and hereditaments thereunto belonging; And the same, or any part thereof, to demise and let by lease or at will, to such person or persons, and for such rent and rents, fines, or other considerations, as he shall think fit; and for that purpose to seal and execute any lease or leases of my said manors, messuages, lands and premises, or any part thereof; Also for me and in my name, and for my use, to demand, &c. all such sum, &c. for rent or arrears of rent, or for any fines, forfeitures, or any perquisites or profits issuing, or otherwise due, or to grow due and payable out of, for or in respect of my said manor, messuages, lands and hereditaments, or any part thereof, in any manner or wise: And in default, or upon non-payment of such rent, or arrears of rent, sum or sums of money, payments and other profits, or any part thereof, from time to time, to enter into all or any my said messuages, &c. either to distrain for the same where such distress may or can be legally taken, and to sell and dispose of such distress, and otherwise to act and therein according to law, or to such other ways and means, for recovery and receipt of all or any such sum and sums of money, as he legally can; and also for me and on my behalf, from time to time, when, where, and as often as he shall see occasion, and think fit, to go and cut down all or any timber trees, and other trees, woods and underwoods now standing, or which shall or may be standing, growing and being, in and upon my said manors and premises afore-mentioned, or any part thereof, and the same for me and for my use either to use or to use and dispose of for repairs, or otherwise, in and about my said manor, &c. as he shall think fit; and likewise to repair, take down and new-build all or any such houses or building in and about my said manor, lands and grounds, where he shall think fit, necessary, or occasion shall be or require; and to allow and pay all taxes and other payments which shall grow and become due for and in respect of the premises: And, &c.

To receive and recover Rents.

———— (As in the first letter of attorney to) all such rents and arrears of rent which now are or hereafter shall grow due from him the said *E. F.* out of and from all those my lands, &c. ——— at ——— and upon non-payment thereof, for me and in my name to enter into and upon the said lands and premises, and seize and distrain all or any goods or chattels that shall from time be found upon the premises, or any part thereof, or to make such distress of the premises as the law permits; and the distress or distresses so made to detain, until payment of such rent or rents shall be made, or the same shall be delivered by due course of law, and for non-payment to dispose thereof according to law, or to proceed in my name, or otherwise, by action, suit, bill of complaint, or take such other lawful ways and means for the recovery thereof, as my said attorney shall think fit; and on receipt thereof, &c.

To demand Rent, and take Possession in order to Ejectment.

———— Receive of *E. F.* the sum of ——— for one half year's rent due to me at ——— last ——— in ——— and on receipt thereof to give a sufficient discharge for the same: and on default of payment thereof, for me, and in my name, to enter into, upon, and take possession of the said ——— and ——— premises, and to detain and keep such possession for my use; and whatsoever my said attorney shall lawfully do in the premises, I do hereby ratify and confirm. *Witness, &c.*

A Memorandum of a Demand of the Rent.

MEMORANDUM, that (by virtue of the above letter of attorney) on ——— the ——— day of ——— in the year of our Lord ——— between the hours of ——— in the ——— noon of the same day, at the fore door of the house of the said *E. F.* he being there present, I demanded ——— *l.* for half a year's rent due from the said *E. F.* to Mr. *A. B.* at ——— last, and at the same time shew him the said letter of attorney.

In the presence of
J. K.

C. D.
A Memorandum

A Memorandum of a Demand of Possession.

MEMORANDUM, that on *E. F.*'s refusing to pay the rent above demanded, *Mr. A. B.* himself did, on ——— day of ——— in the year aforesaid, before sunset, at the fore-door of the said house, demand possession of the house and lands above mentioned.

In the presence of
C. D.

To demand Rent, and on Default of Payment to re-enter, according to a Proviso for such Re-entry in a Lease.

——— To demand and receive of and from *J. L.* of ——— on the 28th day next after the feast of the annunciation of the Blessed Virgin *Mary* next coming at ——— commonly called or known by the name of ——— situate, &c. ——— *l.* of lawful money of Great Britain, which will become due unto me, the said *F.* from the said *J.* at the said feast of the annunciation of the Blessed Virgin *Mary* next coming, for one half year's rent for the said messuage, lands and tenements, with the appurtenances thereto belonging, which by an indenture of lease, bearing date the ——— day of ——— in the year of our Lord ——— were by the said *A. B.* demised unto the said *J. L.* for a certain term of years yet unexpired: And for default of payment of the said ——— *l.* I give and grant unto my said attorney full power and authority to enter into and upon the said messuage and premises by the before mentioned indenture of lease demised, and thereof for me and in my name, stead and place, to take possession, to the intent that the indenture of lease may become void, according to a certain proviso in the said indenture contained; And further, to do and perform all things requisite and necessary to be done in and about the execution of these presents, according to the true intent and meaning hereof. *In Witness, &c.*

To take Possession of Lands newly Purchased.

_____ To take and receive peaceable and quiet possession and seisin of and in all that messuage or tenement, and all and singular the lands, &c. with the appurtenances, situate, &c. lately bargained and sold by J. of _____ unto me the said R. C. And the same possession so had and taken, to detain and keep, to the only use and behoof of me the said R. C. my heirs and assigns, according to the tenor and true meaning of the indenture, whereby the said premises are conveyed unto me: And I do hereby ratify, allow and confirm all and whatsoever my said attorney shall do, or cause to be done, in or about the premises, by virtue of the presents. *In Witness, &c.*

To enter on Land, and to sue for it, or compound.

+ _____ To enter into and take possession of all that messuage, &c. And also for me and in my name to sue forth and prosecute against any person or persons whatsoever, any writ or writs, action or actions, to him shall seem meet, for the recovering or obtaining the possession or seisin of the said premises, or any part thereof: And further, to do and execute all and every other act and thing tending to the recovery of my estate and right in the said messuage and lands, or any part thereof. And further, I do hereby give and grant unto my said attorney full and whole power and authority for me, and in my name, stead and place to make and conclude with any person or persons any agreement whatsoever touching the premises, in as full and ample a manner as myself could do in my own person. And I do hereby ratify, &c. (*above to the end.*)

To take Possession of a Messuage extended by the Sheriff upon a Statute.

_____ To take and receive of the now sheriff of the county of _____ peaceable and quiet possession, as well of and in one capital messuage, &c. as of and in, &c. all and singular which said lands and premises

were lately belonging unto R. R. and which the said sheriff hath extended by virtue of a writ of extent to him directed, on a statute for ——— l. acknowledged and entered into by R. R. unto me the said R. C. giving and by these presents granting unto my said attornies and each of them, full power and authority for me, and in my name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the premisses by these presents: And I hereby ratify, allow and confirm, &c.

To sell South-Sea Stock.

And to my use to sell, assign and transfer ——— l. South-Sea stock, to which I am intitled, as by the books of the company appears, or any part thereof, to such person or persons as shall buy and accept the same, at and for such price, and in such manner, as my said attorney shall think fit, and to receive the consideration money for the same; and upon receipt thereof, acquittances and discharges for me, and in my name, or otherwise, to make, sign and give; hereby ratifying, &c.

A Transfer of Stock entered in the Books of the South-Sea Company.

A. B. do hereby sell, assign and transfer unto C. D. one share in the stock of the company of ——— (or 100 l. South-Sea stock) with all the present and future, for the sum of ——— Witness my hand ——— day of ———

A. B.

An Acceptance of the Stock.

C. D. do hereby accept the above share in the stock of ——— Witness my hand, &c.

C. D.

A Power to receive Dividends of South-Sea Stock.

S I R,

PR A Y pay to Mr. *A. B.* or order, my dividend for — capital stock, to which I am intitled in the books of the *South-Sea* company, for the half year due at *Lady-day* last, and this shall be your sufficient warrant. Dated at — the — day of — in the year of our Lord —

*To Mr. C. L. Accomplant to
the South-Sea Company.*

*To acknowledge a Deed before a Master in Chancery, or a Judge of the
King's Bench, in order to Inrolment.*

TO all to whom these presents shall come, *E. C.* of — sends greeting. Whereas I the said *E. C.* have signed, sealed and as my act and deed delivered one indenture, bearing date — last past, made between myself of the one part, and *X. H.* of — and *J. G.* of — and several other persons therein named as witnesses, of the other part, purporting, &c. as by the said indenture may appear: And being desirous that the said deed may be inrolled in one of his majesty's courts of record at *Westminster*: Now know ye by these presents, that I the said *E. C.* have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint *T. E.* of — and — and *J. E.* of — my true and lawful attorney and attorneys, jointly and severally, for me and in my name to appear in his majesty's high court of chancery, or before any master of the said court, or in his said majesty's court of king's bench, or before any or either of his said majesty's justices of the said court, and for me and in my name, to acknowledge the said indenture to be my own act and deed, and likewise for me, and in my name, to desire and request, that the said indenture may be inrolled in one of the said courts, and for me and in my name to act and do all other matters and things necessary and expedient to be done in order to procure the inrolment of the said indenture; hereby ratifying, allowing and confirming, &c.

To Persons in Maryland, to acknowledge a Deed there to the Intent the same may be registered according to the Custom of the Country.

TO all, &c. I *A.* of, &c. send greeting. Whereas I the said *A.* have on the day of the date of these presents signed, sealed and executed in due form of law, in the presence of *C. D. E. F.* and *G.* who have likewise subscribed their names as witnesses to these presents, deed or indenture, whereby I have, for the consideration therein mentioned, granted, conveyed and released unto *B.* of, &c. and his heirs and assigns for ever, all my estate, right, title, inheritance, equity and benefit of redemption, claim and demand in law and equity, of, in and unto two tracts of land, the one called the _____ and the other the _____ or howsoever else the same are called, situate and being in, &c. with the appurtenances thereunto belonging, which premises were formerly mortgaged by me to the said *B.* and my said right of redemption thereof, being by decree or order of the high court of chancery in Maryland aforesaid foreclosed, the execution of which deed or release as aforesaid I do hereby acknowledge, and for further perfecting thereof, and making the same more effectual and binding according to the laws of the said country, I the said *A.* do hereby authorize and empower *H.* of, &c. in the province of Maryland aforesaid, gentleman, *J. K. L.* &c. and the aforesaid *E.* of London merchant, jointly, or any one, two or more of them, for me and on my behalf to acknowledge the said deed or indenture so by me executed as aforesaid, before such person or persons in Maryland aforesaid, who are shall be authorized to receive the same, and to cause or procure the said deed or indenture to be registered in all or any court or courts, place or places in Maryland aforesaid, according to the laws and customs of the said country, as fully and effectually to all intents as I myself might or could do were I there personally present and did the same: and I the said *A.* do hereby ratify and confirm the said acknowledgment and registering of the said decree or indenture so to be had and made by the said *H. J. K. L.* and *E.* jointly, or any one, two or more of them as aforesaid. *In Witness, &c.*

From

Letters of Attorney.

From a Son and Heir to surrender Copyhold Lands to the Use of his Will.

BY these presents, I S. C. of ——— son and heir of J. C. do make, ordain and appoint T. C. of ——— and J. L. ——— my true and lawful attornies, jointly and severally, for me and in my name, stead and place, to surrender into the hands of the lord of the manor of B. in the county of S. according to the custom of the said manor, all and singular the messuages, lands, tenements and hereditaments, with the appurtenances, of me the said S. C. within the manor aforesaid, and all such messuages, lands, tenements and hereditaments, with the appurtenances, holden by a copy of court-roll of the manor aforesaid, whereof the said J. C. my father lately died seised to the use and behoof of such person and persons, and for such estates and estates, as I the said S. C. by my last will and testament in writing shall direct and appoint. *In Witness, &c.*

From a surviving Trustee, to surrender Copyhold Lands to the Use of himself and two new Trustees.

KNOW, &c. That I Sir J. W. of L. knight, one of the customary tenants of the manor of W. in the county of E. and also surviving trustee of the premises herein after mentioned, for divers good causes and considerations me hereunto moving, Have made, &c. and by these presents Do make, &c. J. P. of, &c. my true and lawful attorney, for me and in my name, at or before the next general court to be holden for the said manor, or any other succeeding court, to surrender into the hands of the lord of the manor aforesaid, by the hands and acceptance of J. P. gent. steward of the said manor at the time being, all those ——— acres of customary lands, with the appurtenances, lying and being in, &c. within the jurisdiction of the manor aforesaid, and in the tenure of the lord mayor, commonalty and citizens of the city of London, and in the occupation of the bridge masters, or their assigns, or under-tenants, and all my estate, right and interest, both in law and equity, of, in and to the said premises and every part and parcel thereof, to the use and behoof of me the said Sir J. W. and of H. P. esq; and R. L. esq; aldermen of the city of London aforesaid, and of the heirs of the survivor and longer liver of me the said Sir J. W. and of the said H. P. and J. L. for ever; in full Trust for the reparation of London bridge; hereby ratifying and confirming all and whatsoever my said attorney shall lawfully do or cause to be done in and about the premises. *In Witness, &c.*

A Letter of Attorney from a Son and Heir, to surrender Copyhold Lands that were mortgaged. (a)

KNOW, &c. That I *R. B.* of, &c. (son and heir, and also executor and residuary legatee of the last will and testament of *R. B.* my late father deceased,) for divers good causes and valuable considerations me hereunto moving, *Have* deputed, authorized, impowered and desired, and by these presents *Do*, &c. *A.* and *B.* of, &c. (feoffees or trustees of my said late father deceased,) *At* the next or some other copyhold or customary court to be holden for the manor of *M.* in the county of *N.* to surrender and release into the hands of the lord or lords of the said manor for the time being, according to the custom of the said manor, *All* those customary or copyhold lands, &c. and all other lands, tenements and hereditaments, which at a court held for the said manor on or about the ——— day of, &c. were surrendered into the hands of the lord of the said manor by *W. P.* esq; (since deceased) and *J. H.* and *O. O.* (since likewise deceased) his then trustees; *To the Use* and behoof of the said *A.* and *B.* their heirs and assigns, *In* trust to perform the last will and testament or other free disposition of my said father in mortgage, with their and every of their appurtenances; and all the estate, right, title, interest, property, claim and demand whatsoever, either at law or in equity, as well of the said *A.* and *B.* as of me the said *R. B.* of, in, to and out of the same; *To the Use* and behoof of *C.* and *D.* of, &c. their heirs and assigns, *Nevertheless* as feoffees, and upon the special trust and confidence therewith to fulfil the last will and testament or other free disposition of *E. P.* widow and relict of the said *W. P.* *And* for default of such will or disposition, *In* trust for the heirs or assigns of the said *E. P.* hereby ratifying and confirming what they the said *A.* and *B.* shall do pursuant to the power hereby given. *In Witness*, &c. (b)

(a) Note; *W. P.* esq; deceased, some time since surrendered copyhold lands of the manor of *M.* to trustees in trust for *R. B.* esq; deceased, by way of mortgage for securing 100 *l.* and interest, which afterwards was paid off; so *R. B.* son and heir and executor of the said *R. B.* gives a letter of attorney to his feoffees or trustees to surrender mortgaged premises to the use of Mrs. *P.*

(b) There was also an acquittance for the money from *R. B.* and his release of claims to the lands mortgaged.

A Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to surrender.

TO all christian people to whom these presents shall come; I *A. T.* gent. cousin and heir of *L. T.* doctor in divinity, to wit, the son of *R. T.* gent. who was the brother of the said *L.* send greeting. *Whereas R. C.* and *E.* his wife, on the, &c. which was in the year of our Lord, &c. did surrender into the hands of the lord of the manor of *B.* in the county of *S.* one close of land called *Breeches*, alias *Newels*, containing by estimation ten acres (being parcel of one yard of boardland, called *Fairmähners*;) and one other close of land called *Breeches*, containing by estimation six acres; and one close of land called *Downcroft*, containing by estimation five acres, lying in *W.* in the said county, and holden by copy of court-roll of the said manor by the yearly rent of 7 s. 2 d. to the use and behoof of the said *L. T.* and of his heirs for ever, according to the custom of the manor aforesaid, upon a condition for making void thereof, if the said *R. C.* and his wife should pay unto the said *L. T.* 106 l. at several days long since past. *And whereas* the said surrender was made unto the said *L. T.* in trust for the dean and chapter of the cathedral church of, &c. and the monies thereupon lent were the proper monies of the said dean and chapter; and the condition of the said surrender is not yet performed. *Now know ye*, that I the said *A. T.* in discharge and performance of the trust in the said *L.* reposed as aforesaid, at the request and by the direction of the said dean and chapter, do by these presents make, authorize, appoint and put *N. C.* of the city of, &c. in the county aforesaid, gent. my true and lawful attorney, for me and in my name, stead and place, and to my use, to receive, have and take admittance of and from the lord of the manor of *B.* aforesaid, or his steward of his court there, of, in and to the said several closes of land and premisses before mentioned, with the appurtenances, according to the custom of the manor aforesaid; and at any time after such admittance so had and taken, to surrender into the hands of the lord of the said manor, all the said several closes of land and premisses, with the appurtenances, to the use and behoof of such person or persons and their heirs, as the said dean and chapter shall appoint: *And further*, to do and execute every act and thing necessary or expedient to be done in or about such admittance and surrender as aforesaid, as fully and amply as I the said *A. T.* might or could do in my own person. *In Witnesses, &c.*

To impower

To empower a Person to be admitted to a Copyhold Estate, and to let the same.

KNOW, &c. That I R. T. of ——— youngest daughter and heir, (according to the custom of the manor of —) of A. B. of — deceased, Have made, ordained, constituted and appointed, and in my place and stead put, and by these presents Do make, &c. J. R. of — my true and lawful attorney for me and in my name as such heir of the said A. B. as aforesaid, and to and for my sole and proper use and behoof, to appear at the next general court baron to be holden for the said manor of — or at any other subsequent court baron to be holden for the same manor, and then and there to pray admittance and to be admitted to All that copyhold, &c. To hold the said, &c. To the Use of me the said R. T. my heirs and assigns for ever, at the will of the lord, according to the custom of the said manor; And also in my name to pay a licence to let the said, &c. with their and every of their appurtenances, for such time or term of years as he shall think proper, And also for me and in my name to let the said, &c. with the appurtenances, unto such person or persons as he shall think fit. In Witness,

To be admitted into Copyhold Lands, and afterwards to surrender the same to the Use of the Cestuy que Trust.

TO all, &c. W. P. W. of, &c. esq; sendeth greeting. Whereas T. V. of, &c. and J. his wife, did on, &c. last part, out of court, surrender into the hands of the lords of the manor of R. in the said county of M. by the hands and acceptance of W. L. esq; steward of the said manor, All those six sellions of customary lands in R. within the said manor, with their and every of their appurtenances then or then late in the tenure of M. G. widow, and all other the customary lands and hereditaments which he the said T. V. in his own right did hold of the said manor of R. To the Use and behoof of the said W. P. W. and his heirs, As by the said surrender may appear. Now, &c. that the said W. P. W. Hath, attid by, &c. Doth nominate, constitute and appoint D. W. of, &c. and J. B. of, &c. jointly or severally, for him the said W. P. W. and in his name and stead, To receive, have and take admittance of and from the lords of the said manor of the said six sellions

Letters of Attorney.

sellions of lands, hereditaments and premisses upon the said Surrender, and according to the custom of the said manor, *And* immediately after such admittance as aforesaid, in the name and stead of the said *W. P. W.* to surrender all the said six sellions of lands, hereditaments and premisses, and all other his copyhold lands and hereditaments held of the said manor, into the hands of the lords of the said manor, *To such Uses, intents and purposes as he the said W. P. W. hath or shall at any time hereafter, by his last will and testament in writing, already by him signed, sealed, and published or declared in presence of two or more witnesses, or hereafter to be signed, sealed, published or declared, and to be attested as aforesaid, give, devise, limit or appoint the same. In Witness, &c.*

To receive the Rents of a Copyhold Estate.

K NOW, &c. that we Sir *J. W.* of *London*, *knt. H. P. and R. P.* both of *London* aforesaid esqrs. trustees of the premisses herein after mentioned, *Have made, &c. and by, &c. Do make, &c. J. R. of, &c.* our true and lawful attorney, for us and in our name, at the next or any succeeding court to be held for the manor of *W.* in the county of *E.* to ask and demand admittance to all those ——— acres of land, with the appurtenances, lying and being in, &c. within the jurisdiction, and held of the manor aforesaid, by the copy of court-roll, and in the tenure of the lord mayor and commonalty and citizens of the city of *London*, and in the occupation of the bridgemasters or their assigns, or under-tenants, to the use and behoof of us the said Sir *J. W. H. P. and R. L.* and the heirs of the longer liver of us the said Sir *J. W. H. P. and R. L.* *In Trust* for the reparation of *London* bridge, to be holden of the lords of the manor aforesaid, according to the custom of the said manor, by the rents and services of right due and accustomed; hereby ratifying, &c. *In Witness, &c.*

To receive Rents of several Messuages from several Persons, to demand, &c.

— Of and from all and every the tenants of all or any messuages lands, tenements and hereditaments, situate, &c. and all other persons or persons whom it doth or shall concern, all such sum and sums of money, which now is, are, and which shall be and grow due, owing and payable to me for rents, or arrears of rent, for and in respect of all or any my messuages, &c. at, &c. aforesaid, (granted to them or any of them by lease or otherwise), and in default for non-payment of such

rent, or arrears of rent, or any part thereof, from time to time, to enter into all, or any my said messuages, &c. or any of them, or any part thereof, and to distrain for the same, and the distress and distresses there found, to lead, drive, carry away, sell and dispose of, and to act and do therein in all respects as the law in that behalf directs: *And to do and perform all other matters and things relating thereunto, as fully as I myself might or could do personally: And upon receipt, &c.

Another.

AND to use and take all or any other lawful remedies, ways, And use other means and advantages whatsoever, for or upon default or non-payment of all or any such rent, or arrears of rent: And likewise to and transact transact, do, perform and accomplish all other affairs whatsoever, relating to all or any my said messuages or tenements, as occasion shall require, as fully as I myself might or could do, were I personally present: And upon receipt or recovery of all or any such rent, or arrears of Acquittals. rent, sufficient acquittances, &c. Giving, &c.

The like, of one Person.

— To demand, &c. of and from C. of, &c. his executors, &c. and his and their undertenants, and all other person and persons whom it doth or shall concern, all such sums, &c. by and from the said C. for rent, and arrears of rent, for a messuage or tenement, situate, &c. and other messuages and premisses which he holds by lease, from me the said A. and to call the said C. to an account, and to settle and adjust all accounts with him concerning the premisses; and if need be, to enter, &c.

To receive Quit Rents of a Manor

— For quit-rents and arrears thereof, for all or any messuages, lands, tenements or hereditaments, within or belonging to the manor of H. in the county of — And in case of default of payment of such quit-rent, or arrears thereof, or any part thereof, to enter, &c.

From

From a Person impowered by a Letter of Attorney to another, to receive Rents and make Leases, and to sell a Pew, for his and the other's (by whom he is impowered) joint Account.

K NOW, &c. that *J. A. &c.* the lawful attorney of *B. &c.* have made and ordained, and by these presents (by virtue of the power and authority to me in that behalf given by the said *B.* by a certain writing or letter of attorney under her hand and seal, dated, &c. now last past) do make, ordain, &c. *C.* of, &c. and do hereby authorize and empower him to act as, and to be the attorney of the said *B.* in her name to demand, &c. of, &c. and from all and every the tenants of, &c. belonging to the said *B.* in, &c. and all others whom it shall or may concern, all such sum, &c. and in default, &c. to enter, &c. and to distrain, &c. And for default of payment thereof, to enter in the name of the whole, and possession to take; And in the name of the said *B.* to make, seal and execute any lease or leases of the said messuages, or any of them, for any term or number of years; and in the name of the said *B.* to bring any ejectment or ejectments thereupon, as in such cases is usual: And I the said *A.* as well on the behalf of the said *B.* and by virtue of the power aforesaid, as in my own right, do further hereby authorize and empower the said *C.* to demand, recover and receive, as well of and from *D. &c.* as all others whom it doth or shall concern, all such sum and sums of money due, payable or belonging, or which shall be and grow due and payable to the said *B.* and me the said *A.* for rent and arrears of rent, for a seat or pew, No. — in St. *G.*'s church, belonging to the said *B.* and me the said *A.* equally; and to sell and dispose, as well of the moiety, or one half part belonging to the said *B.* as the other moiety or half part thereof, belonging to me the said *A.* of and in the said pew, and of all our, and either of our terms, rent and interest therein and thereunto, to such person or persons, and for such sum or sums of money as he shall think fit, and to seal and execute such deed or writing as shall be requisite in that behalf; and upon receipt of all or any rents, or arrears of rents, and other sum and sums of money, by virtue of these presents, do make and give sufficient discharge and discharges for the same from time to time: And I the said *A.* do hereby give and grant unto the said *C.* all my full power and authority, as attorney of the said *B.* and otherwise in and touching the said premisses, to use, have and take all lawful ways and means, in and for recovery and receiving of the said rents and arrears of rent, and other sum and sums of money, or any part thereof; and to do and perform all other matters and things in and to the premisses requisite and necessary, as fully as I myself might or could do, by virtue of the power to me given by the said *B.* or otherwise. And I do hereby ratify, &c.

To receive Rents, and to recover and receive several Debts from several Persons, with an Assignment of the Debts and Declaration of Trust thereof, with a special Covenant.

KNOW, &c. that I *B. H.* of London, merchant, have made, ordained, constituted and appointed, and by these presents do, *W. E.* of the town and port of Dover, my true and lawful attorney irrevocable, and do hereby likewise give unto my said attorney full power, and lawful and absolute authority, to ask, sue for, levy, require, recover and receive, all and all manner of rent and arrears of rent, that are now due and owing to me by *T. S. Esq;* mayor of Dover, and the widow *J.* and the same to detain and keep to his own proper use and behoof; and likewise to recover, receive and take of *J. P.* of Calais, and his mother, a debt of 200 crowns of French money; and likewise to receive, take, sue for and recover 74*l.* 10*s.* of and from *J. D.* of, &c. and likewise to receive, take, sue for, and recover of and from *H. B.* of, &c. (other debts, &c.) And upon receipt of all and every or any part of the sums of money, to give, seal and deliver such acquittances and other legal discharges as the law will allow, and as I myself might do were I personally present; and whatsoever my said attorney shall do, or cause to be done, about or concerning the premises, I the said *B. H.* do and shall ratify, confirm and allow as fully and amply, to all intents and purposes, as if I myself were personally present and did the same: And I do hereby grant and assign all and every the said debts, and the monies to be recovered by reason of the same, to the said *W. E.* his executors and assigns, And I do hereby declare, that the said several debts with me so contracted, and to me now legally due as aforesaid, were so contracted, and were so due to me in trust for the said *W. E.* his executors, administrators and assigns; And I do hereby, for myself and my heirs, covenant and grant, to and with the said *W. E.* his executors and assigns, that I the said *B. H.* have not, nor that I, my executors or administrators, shall not, nor will release, discharge, make void, or obstruct the recovery of the said debts, or any part of them, or any of them. *In Witness, &c.*

Rent and arrears at Dover.

Debts in France, &c.

Attorney's assignment thereof, his declaration.

his covenant.

Pursued and settled by Mr. serjeant S.

From three Executrixes to receive Debts, Rents, and to let, &c. their late Testator's Estate.

KNOW, &c. that *S. B.* of ——— widow, *C. H.* of ——— widow, and *E. R.* wife of *J. R.* of ——— the three executrixes of the last will and testament of *G. S.* of ——— gent. deceased, Hath, and each of us Hath nominated and appointed, and by these

Rents.

To make leases.

Non-payment.

these presents *Do*, and each of us *Doth* nominate and appoint *F. T.* of, *&c.* our true and lawful attorney, for us and in our name, and for our use, to ask, sue for, recover and receive all and every sum and sums of money, debts, dues and demands, of what nature and kind soever, now due or owing unto the estate of the said *G. S.* deceased, from any person or persons whatsoever or wheresoever; *And also* all the rents and arrears of rents now due, or which at any time or times hereafter shall grow due, for all or any of the manors, messuages, lands, tenements and hereditaments, late of the said *G. S.* deceased, in the said county of ——— or elsewhere, in the kingdom of *England*, of and from the respective tenants or occupiers thereof, *And* to let, let or lease out, or to contract for letting out, all or any of the said manors, messuages, lands, tenements and hereditaments, in such manner and to such person or persons, and at such rent or rents, as he the said *F. T.* shall think proper; *And* for non-payment of such sum or sums of money, debts, dues and demands, so due and owing, or of the said rents, or arrears of rents, of all or any of the said manors, messuages, lands, tenements and hereditaments, of and from all or any the tenants or occupiers thereof, to sue, prosecute, levy and distrain, for or in respect of the same, according to the proper rules of law in that behalf, for recovering of debts and rents; and upon payment of any sum or sums of money, be it for debt or rent, to sign, seal or execute such discharge or discharges for the same as shall be proper, and also to seal and execute any lease or leases, contracts or agreements which he shall so make as aforesaid of and concerning the said manor, messuages, lands, tenements and hereditaments, to such person or persons, for such term or terms of years, and at such yearly reserved rent or rents as he shall judge proper; and generally to do, or cause to be done, all such act or acts, thing or things whatsoever, in or about the premises, as shall be necessary and requisite to be done, as fully and effectually to all intents and purposes whatsoever, as we the said *J. B. C. H.* and *E. R.* might or could do in our proper persons, if these presents had not been made or executed; and we do hereby ratify, allow and confirm all and whatsoever our said attorney shall lawfully do, or cause to be done, by virtue of these presents. *In Witness,* &c.

To reckon with a Tenant, &c. for Money received by him pursuant to a Power, and to receive Rent, and pay, compound and agree for a Heriot to the Lord of the Manor, and to demand Admittance.

—— That *A. &c.* and *B.* his wife, relict of *C.* her late husband deceased, do hereby make, *&c. D. &c.* and *E. &c.* jointly and severally, to call to account and reckon with *F. &c.* for and to demand and receive of him all sum and sums of money (by him received

by or by virtue of a power to him granted from G. late father of B. deceased) which are now due or payable to the said A. and B. his wife; and also demand, &c. all such rent, &c. by and from J. C. &c. for and in respect of, &c. now in his possession, and upon non-payment thereof to enter, &c. And also, for them and in their names and on their behalfs, to pay or compound and agree for the heriot, or such part thereof as to them belongs, which is payable in respect of their part of the said premises, in the occupation of the said J. C. to the lord of the manor, of whom the same are held; and for and in the name and on the behalf of the said B. to demand admittance, and to be admitted to the said messuages, &c. according to the will of the said G. and to do and perform all such other matters and things as shall be requisite and necessary in and concerning the premises: Giving, &c.

To execute a Lease of a House.

TO all, &c. I S. H. of, &c. esq; send greetin. *Whereas* I the said S. H. have agreed to let to the right honourable lord L. all that my new-erected messuage, &c. situate, &c. for ——— years, from ——— at and under the yearly rent of ——— payable quarterly, without any deduction for any taxes parliamentary, parochial, or otherwise whatsoever: *And whereas* I am going into foreign parts beyond the sea, and therefore have agreed with the lord L. to make J. M. of M. goldsmith, my lawful attorney, to execute such lease of the premises: *Now know ye*, that I the said S. H. *Have* made, ordained, constituted and appointed, and in my place and stead put, and by these presents *Do* make, ordain, constitute and appoint, and in my place and stead put the said J. M. my true and lawful attorney, for me and in my name, and as my act and deed, to sign, seal and deliver an indenture of lease of the said messuages, &c. to the said Lord L. for ——— years from ——— last past, under the yearly rent of ——— l. &c. payable quarterly at the shop of the said J. M. in ——— without any deduction for any taxes parliamentary, parochial, or others, and with such reasonable covenants as are usual in leases between landlord and tenant, and to do, or cause to be done, all such further acts, matters or things, as are necessary for making the said lease, and whatsoever my said attorney shall do, or cause to be done, in and about the premises, I do hereby ratify and confirm the same, as fully as if I were present, and did the same in my own proper person. *In Witness, &c.*

From

From a residuary Legatee, to make Leases of an Estate in Scotland for 21 Years or three Lives, at the best improved Rent.

TO all, &c. *F. B.* of, &c. esq; residuary legatee of *B. B.* late of, &c. esq; deceased, sendeth greeting. *Whereas* the said *F. B.* is seised of and in several messuages, &c. in and about *C.* in the county of *S.* which he is willing and desirous should, from time to time, be let and set for his best advantage: *Now know ye*, that the said *F. B.* reposing great trust and confidence in *F. H.* of, &c. gent. *Hath* constituted, &c. and by, &c. *Doth* hereby constitute, &c. the said *F. H.* his true and lawful attorney and agent, and doth hereby empower, give warrant and authority unto the said *F. H.* for him and in his name, by any writing or writings under his hand and seal, testified by two or more credible witnesses, to make any lease or leases, demises or grants of the said messuages, &c. or any part or parcel thereof, unto any person or persons whatsoever for the term of 21 years or under, or for one, two or three lives, or for 99 years if three lives, on any of them shall so long live, in possession, and not in reversion, so as upon all and every such lease and leases there be reserved payable, during the continuance thereof, the yearly rents that are now reserved and payable at the best improved rent that can be had or reserved for the same, with such covenants, grants, agreements and conditions, to be contained in the several writings as are usual in leases in the kingdom of Scotland. *And* the said *F. B.* for himself, his heirs and assigns, doth hereby certify, confirm and allow, all and every act and acts, thing and things which the said *F. H.* shall do, by virtue of these presents. *In Witness*, &c.

For one to execute Writings for others.

Now this Indenture witnesseth, that they the said *F. D.* and *T. M.* have, and each of them *Hath* directed, authorised and appointed, and by these presents *Do*, and each of them *Doth* direct, &c. the said *Sir T. H.* and *F. M.* and either of them, to sign, seal and execute the before recited indenture *quinquepartite*, and to deliver the same as his and their respective act and acts, deed or deeds, to the use and uses of the person and persons therein named, to take and have benefit thereof and thereby. *In Witness* whereof they the said *F.* and *T. M.* have hereunto set their hands and seals, the, &c.

From a Papist to register his Estate pursuant to Act of Parliament.

K NOW all Men, &c. that I *A. R.* widow and relict of *J. R.* of *D.* deceased, Have made, &c. and by, &c. Do make, &c. *A. B.* of, &c. and *C. D.* of, &c. or either of them jointly and severally, my true and lawful attorney and attornies, for me and in my name, place and stead, to register, or cause to be registered, my name and all my real estate in the county of *N.* and to subscribe my name in open sessions to such registry-books or rolls as the clerk of the peace for the said county of *N.* or his deputy shall prepare for that purpose, and to perform and fully execute for me and in my name, place and stead, all such act and acts, thing and things whatsoever, requisite or necessary for registering my name and real estate, as I am any wise obliged or required to do, in and by the late act of parliament, made in the first year of our present majesty's reign, intituled; An act to oblige papists to register their names and real estates, as fully to all intents, constructions and purposes whatsoever, as I could do the same and were actually present and did the same in my own proper person; And whatsoever my said attorney or attornies shall do, or cause to be done in and about the premises, I do hereby ratify and confirm the same. *In Witness, &c.*

To let a Ship and seal a Charter-Party.

That *J. A.* &c. part owner of the good ship or vessel called the *L.* burthen, &c. now, &c. whereof *M.* is master, have made, &c. and by, &c. do make, ordain, constitute, authorise and empower *B.* of, &c. to be my true and lawful attorney for me and in my name, and on my behalf, to let the said ship to freight to such persons as shall hire the same for a voyage to *A.* in *Russia* this present year, and back to *L.* to take in, &c. (such goods, and at such rates, as in a charter-party); and for me and on my behalf, or for and on behalf of the said master of the said ship to seal and execute such charter-party of affreightment, and other writings for letting the said ship to freight for the said voyage, as shall be requisite in that behalf; and I said *A.* do hereby ratify and confirm, as well such the execution of said charter-party, and other writing as aforesaid, as all other matters and things whatsoever, which the said *B.* shall legally do in and about the premises. *In Witness, &c.*

Concerning Partitions of Lands, &c.

Letter of Attorney to enable a Person to make a Partition of a Plantation in Jamaica, with other Powers, &c.

TO all, &c. *J. H.* of, &c. *Whereas* the said *J. H.* together with *C. H.* of, &c. are legally seised of and well entitled to the several lands, tenements, plantations, slaves, and other hereditaments commonly called or known by the name of *H's Upper and Lower Pen*, and several other lands, tenements and hereditaments, situate, lying and being in the island of *Jamaica*, and which were formerly the estate of *R. H.* esq; late attorney general of the said island, as tenants in common in undivided moieties; *And whereas* the said *J. H.* is desirous to have his said moiety of the said estate parted, and allotted to him in severalty; and for that purpose *R. H.* son of the said *J. H.* hath agreed forthwith to repair to the said island, and to solicit and procure the partition of the said estate, and to manage the affairs and interest of his said father in the said island: *Now these Presents witness*, that he the said *J. H.* for and in consideration of the trust and confidence which he placeth in the said *R. H.* his son, *Hath* ordained, constituted and appointed, and by these presents *Doth*, &c. the said *R. H.* his lawful attorney, in the name and at the proper expence of the said *J. H.* and on this behalf to use all ways and means, either by suing out one or more writ or writs of partition at common law, or by *English* bill in a court of equity, or by application to any other court of judicature in the said island of *Jamaica*; or by deed or deeds to be duly executed, without suit in law, to procure a final partition and division of the said lands, tenements and hereditaments so held in common with the said *C. H.* and an allotment of one equal moiety thereof to the said *J. H.* and his heirs in severalty. *And* for that purpose the said *J. H.* *Doth* hereby empower the said *R. H.* his son, to commence and prosecute, for him and on his behalf, *All* manner of actions or suits at law or in equity, in any court or court of judicature whatsoever in the said island of *Jamaica*; and also to appear and defend for him in any such courts, any suit or suits whatsoever, which may be hereafter sued or prosecuted against him the said *J. H.* or his tenants or undertenants in the said island; *And* further to execute and deliver, for him and on his behalf, all such deed or deeds as may be necessary for the procuring the partition of the said estate, and also for the letting and setting the said moiety to proper tenants or undertenants for such terms of years as he shall think fit; *And* the said *J. H.* *Doth* hereby further empower the said *R. H.* to demand and receive of and from the present and former occupiers of the said estate, all such rents, quit rents and other sums of money whatsoever, which are now

due and in arrear to the said *J. H.* and which shall hereafter accrue and grow due to him on account of his interest in the moiety of the said plantations, lands, tenements and hereditaments, and on receipt of any sums of money on such account, to give acquittances, receipts, and other proper discharges to the persons making such payment, in the name of and on behalf of the said *J. H.* and in case they shall neglect or refuse to make such payment, to commence and prosecute with effect, any suit or suits whatsoever, in the name and at the expence of the said *J. H.* in order to enforce such payment, or to make any composition for the same; And the said *J. H.* doth hereby invest the said *R. H.* his son, with full power and authority for the collecting, receiving and recovering all sums of money which are due to the said *J. H.* in the said island, as one of the residuary devisees or legatees, named in the last will and testament of *R. H.* esq; late attorney general of the said island of *Jamaica*; And the said *J. H.* for the considerations aforesaid, Doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *R. H.* his executors and administrators, that it shall be lawful to and for the said *R. H.* to retain in his own hands, for his own use and benefit, all the rents and profits which shall grow due to the said *J. H.* his heirs and assigns, from the said estate, for and during the space of two years next after the arrival of the said *R. H.* at *Jamaica*, without rendering any account thereof to the said *J. H.* his heirs or assigns; the said *R. H.* defraying at his own expence all taxes, quit-rents and other charges and incumbrances whatsoever, to which the said moiety shall be liable during the said two years, and all charges which shall attend the receiving and recovering the rents and profits of the said estate arising during the said term; And the said *J. H.* for the consideration aforesaid, and in consideration of the natural love and affection which he beareth to his said son *R. H.* doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *R. H.* his son, his executors and administrators, that he the said *J. H.* his heirs and assigns, from and after the expiration of the said term of two years, next ensuing the arrival of the said *R. H.* at *Jamaica*, shall and will stand and be seised of one moiety of all the lands, tenements, slaves, plantations, and other his estate of which he is now seised or entitled to in the said island of *Jamaica*, with their appurtenances, and all the rents, reversions, services and profits whatsoever arising thereby, To the Use of the said *R. H.* for and during the term of his natural life; And that at the end of the said two years, the said *J. H.* during his natural life, shall bear his equal share and proportion of all profitable and lasting improvements which shall be made by the said *R. H.* upon the said estate; And the said *J. H.* doth hereby promise to ratify and confirm all such acts and deeds which the said *R. H.* shall legally do and execute, or cause to be done and executed, in pursuance of the authority hereby given him; And doth hereby revoke and declare void all former powers and authorities by him formerly granted to other attorneys, and particularly to *G. B.* of *Spanish Town* in the said island, merchant, and *T. G.* of the same place, planter, for the management of his estate and effects in the said island; And doth hereby and at the expence of the said *J. H.* to bring the said *G. B.* and *T. G.* and all other his former attorneys, to an account for such monies

monies as they have received for his use, or for the mismanagement of his estate and effects in the said island, and to ballance and adjust such accounts; and upon receiving the monies due upon such ballances, or the settling and adjusting any disputes and matters in controversy between the said *J. H.* and his former attornies, in the name and on the behalf of the said *J. H.* to execute such releases, acquittances, or such other discharges as shall be in such case requisite. *In Witnes,* &c.

Concerning Marriages.

From an Executrix of an Executrix to a Trustee, to transfer Stock to raise her Portion, and to pay the same to the intended Husband on executing the Settlements prepared.

TO all, &c. *B. B.* executrix of the last will and testament of *M. B.* her mother, who was executrix of *R. B.* esq; father of the said *B.* and husband of the said *M.* sendeth greeting. *Whereas* a marriage is, by God's permission, shortly to be had and solemnized between *W. B.* of, &c. esq; and the said *B. B.* in consideration thereof, and the sum of 10,000 *l.* the said *B.*'s present portion, the said *W. B.* hath agreed to make suitable settlements: *And whereas* the said sum of 10,000 *l.* and other sums, part of the personal estate of her father and mother, are vested in *South-Sea* annuities and other stocks: *Now know ye,* that as well for raising the said sum of 10,000 *l.* as such money as the said *B.* shall have occasion for, to buy her wedding-cloaths and other necessities, *She* the said *B. B.* Hath authorized and directed, and by, &c. *Dath,* &c. *J. E.* of, &c. esq; to sell, dispose of and transfer so much of the stocks as will amount to the sum of 10,000 *l.* and on execution of the said marriage-settlement (already prepared and engrossed) by the said *W. B.* to pay to him the said *W. B.* the said sum of 10,000 *l.* and also by such sale and transfer as aforesaid, to raise the sum of, &c. and pay the same to the said *B.* for the purposes aforesaid. *Hereby ratifying,* &c. *In Witnes,* &c.

Concerning Mortgages.

To receive Money due on a Mortgage, and for that Purpose to prosecute Suits in Law and Equity, with Power to compound and execute Conveyances on Payment.

TO all to whom these presents shall come, I S. H. of, &c. esq; Pigot 306.
 send greeting. Whereas by indenture of lease and release, bearing date respectively the 25th and 26th days of, &c. and made between R. M. of, &c. of the one part, in consideration of, &c. the said R. M. Did grant unto me the said S. H. and my heirs, all that, &c. subject to the redemption of the said R. M. on payment of, &c. as in and by the said indenture of release, relation, &c. And whereas the said principal and interest is still behind and unpaid, I the said S. H. being resolved to use my utmost endeavours to recover the said money by bill of foreclosure, ejectment or otherwise, but being gone into parts beyond the seas, have agreed to authorize J. M. of L. &c. to recover the same, and to prosecute such suits, both at law and in equity, as counsel shall advise, for the recovery thereof, or otherwise to compound the said debt: Now know ye, that I the said S. H. Have made, ordained, constituted and appointed, and in my place and stead put, and by these presents Do make, ordain, constitute and appoint, and in my place and stead put the said J. M. my true and lawful attorney, for me and in my name and to my use, to sue for and prosecute at law or in equity, the said R. M. his heirs, executors and administrators, for the said sum of, &c. and interest, and to bring any ejectment or ejectments, bill or bills of foreclosure, or any other action or suits as shall be thought most proper to compel the payment of the said money, and to receive the same, and releases, discharges, and other sufficient acquittances to me for what he shall receive, and full power to make any composition or agreement touching the payment of the said debt, and under him or more attornies or solicitors to make and substitute, and to discharge them or any of them, and others in their room to substitute, and to do, or cause to be done, all such matters and things as shall be needful and requisite for the recovery of the said mortgage-debt; And further for me and in my name, and as my act and deed, to seal and deliver any conveyances, indentures or deeds poll, or other deeds whatsoever, relating to the said debt and mortgaged premises, either for releasing my right to the same on payment of the money thereon due, or for acquitting and discharging any sum or sums of money he shall receive, or conveying the said mortgaged premises to any other person or persons, and their heirs, or for compounding the same debt,
 or

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or otherwise, as to him shall seem meet; ratifying and allowing, confirming and holding good and firm in law whatsoever my said attorney shall do, or cause to be done in and about the premises, as fully, to all intents and purposes whatsoever, as I might or could do the same, if I were personally present. *In Witness* whereof I the said S. H. have hereunto set, &c.

From a Mortgagor to the Agent of the Mortgagee, to receive the Rents of the mortgaged Premises, thereout to pay to the Mortgagee the Interest as it becomes due, and the Surplus to the Mortgagor; and a Covenant not to revoke the same till the Mortgage shall be paid.

TO all, &c. I H. T. of, &c. send greeting. *Whereas* by indentures of lease and release, the lease bearing date, &c. made between me the said H. T. of the one part, and G. C. of, &c. of the other part, and the release bearing equal date herewith, and made between the said H. T. and M. my wife, of the one part, and the said G. C. of the other part, The said H. T. together with the said M. my wife, in consideration of 1600 l. to me paid by the said G. C. Did grant and convey to the said G. C. and his heirs, all that, &c. *Have and to hold* the said manors and premises unto the said G. C. his heirs and assigns for ever; *In which* said indenture of lease is contained a proviso, that if I the said H. T. &c. (*proviso of redemption*): *Now know ye*, that for the better and more punctual payment of all such interest as shall grow due for the said principal sum of 1600 l. I the said H. T. at the desire of the said G. C. Have made, &c. and by, &c. Do make, &c. T. L. of, &c. my true and lawful attorney, for me and in my name to ask, demand and receive of and from all and singular the tenants in the said indentures of lease and release particularly mentioned, all and every the rents and profits of their farms, as they shall grow due and payable, and thereout in the first place to pay to the said G. C. his heirs, executors, administrators or assigns, the interest of the said sum of 1600 l. and after payment thereof, to pay the overplus of the said rents and profits to me the said H. T. or to such person or persons as I shall appoint; *Giving*, and by these presents granting unto the said T. L. as full power to act as aforesaid, in and about the said premises, as if I the said H. T. were personally present; *And* upon receipt of the said rents and profits, acquittances and other legal discharge to give for the same; *Ratifying* and hereby confirming whatsoever the said T. L. shall do, or cause to be done in and about the premises, as fully, to all intents and purposes, as if the same were done by myself, and I were personally present; *And* I the said H. T. for myself, my heirs, executors, administrators and assigns, do hereby covenant, grant and agree to and with the said G. C. his heirs, executors, administrators and assigns, that I the said H. T. my heirs, executors, administrators and assigns, shall not, nor will revoke or recall these presents, or the libe

or authority hereby granted, or any matter or thing which he the said *T. L.* shall legally do or cause to be done in and about the premisses, until the said *G. C.* be fully paid and satisfied the said principal sum of 1600 *l.* and all interest to grow due for the same. *In Witness, &c.*

Concerning Intestates' Estates.

To receive the Distributive Share of an Intestate's Estate.

TO all, &c. I *T. C.* of, &c. send greeting. *Whereas F. C.* my sister, lately died intestate, by means whereof, and by virtue of the statute made for the better distributing intestates' estates, I am become legally intitled to a distributive share of my said sister's personal estate: *Now know ye*, that I the said *T. C.* having and reposing great trust and confidence in *G. C.* of, &c. *Have* made, &c. and by these presents *Do* make, &c. the said *G. C.* my true and lawful attorney, for me and in my name to sue for, ask, demand, receive and recover of and from — administrator of the said *F. C.* all my distributable share of the personal estate of my said sister, which I am by law entitled unto, and all sum and sums of money, goods, chattels and personal estate whatsoever, which by my said sister's dying intestate, or on any other account belong, or of right ought to belong to me, and receipts and other legal discharges for me and in my name to give to the administrator of my said sister, for what my said attorney shall receive, and to make any agreement or composition for my said distributable share of my said sister's personal estate, or for any other matter or thing due to me on that or any other account, and whatsoever my said attorney shall do, or cause to be done in or about the premisses, I do hereby ratify and confirm the same, as fully, to all intents and purposes, as if I had been actually present and done the same in my own proper person. *In Witness, &c.*

Another.

TO all, &c. I *M. G.* of, &c. send greeting. *Whereas* I the said *M. G.* by the decease of *J. G.* my father, who died intestate, am intitled to a distributive share of a certain leasehold estate in *W.* in the county of *L.* and other my said father's personal estate: *Now know ye*, that I the said *M. G.* having, &c. in *E. T.* of, &c. *Have* made,

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made, &c. and by, &c. Do fully, freely and absolutely make, &c. the said *E. T.* my true and lawful attorney irrevocable, for me and in my name, and to my use to ask, demand and receive of and from *M. G.* widow, relict and administratrix of the said *J. G.* all such sum and sums of money, and all such goods, chattels and personal estate as is, are, or shall be due to me by virtue of the statute made for distribution of intestates' estates or otherwise howsoever, and for non payment thereof, or any part thereof, to commence and prosecute any action or suit, either at law, in equity, or the ecclesiastical court, against the administratrix of my said father, or any other person liable to answer or pay the same; And to make any agreement or composition for my said distributable share, as to my said attorney shall seem meet; And on payment or recovery of what is due to me, to seal and deliver as my act and deed, any receipt, discharge, release, or any other deed as shall be thought proper to discharge my said father's administratrix, and his said personal estate of and from such right and title as I have, or can or may have or claim, in and to such distributable share of the said personal estate; And further I do hereby empower my said attorney, for me and in my name to do and transact all my other affairs, matters and things whatsoever, and to seal and deliver all manner of deeds and writings relating to my said affairs; And whatsoever my said attorney shall do, or cause to be done, in or about the premises, or any of them, I do hereby approve of, ratify and confirm the same, as fully, &c. In Witness, &c.

Concerning Copartnership.

A Letter of Attorney from an Administratrix of a Copartner to the surviving Copartner of all the Debts due in Partnership, &c.

TO all, &c. I *A. B.* of, &c. late wife and administratrix of all and singular the goods, chattels and debts, which lately did belong and appertain unto my late husband *J. B.* late of, &c. deceased, send greeting Whereas *T. B.* citizen and ——— of London, and the said *J. B.* in his life-time, were copartners in the art, trade and mystery of a ——— during which term of their copartnership, divers and several debts were made due to them as copartners, which as yet remain unsatisfied, part whereof belongs to me the said *A. B.* by virtue of the administration aforesaid, and divers other debts were made first by the said *T. B.* and me the said *A. B.* which remain in account betwixt the said *T. B.* and me the said *A. B.* and which do also remain unsatisfied, one part or share whereof belongs to me the said *A.*

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Now therefore know ye, that I the said *A. B.* for divers good causes and valuable considerations me thereunto especially moving, Have made, ordained, authorized and constituted, and by, &c. the said *T. B.* my true and lawful attorney and assignee in this behalf, viz. in the name or names of the said *J. B.* deceased, or me the said *A. B.* and the said *J. B.* or in the names of us, or any of us, as cause shall require, but to the only proper use and benefit of my said attorney, his executors and assigns, To ask, demand, levy, recover and receive All and singular such debts, dues, sum and sums of money, as are or shall be due, or any ways belonging unto me the said *A. B.* by any person or persons whatsoever, for or in respect of the said copartnership between the said *T. B.* and *J. B.* deceased, or for or in respect of any other dealings between me the said *A. B.* and the said *T. B.* Giving, &c. And I the said *A. B.* for myself, my executors and administrators, do covenant, promise and grant to and with the said *T. B.* his executors, administrators and assigns, by these presents, in manner as follows, viz. That I the said *A. B.* my executors, administrators or assigns, shall at no time hereafter revoke or disallow this present writing or letter of attorney, or the authority herein given in part or in all, or any action, suit, plaint, plea or process, which shall at any time or times hereafter be brought, sued or prosecuted against any person or persons, for the recovering and receiving of any of the said debts, monies and premisses, or of any part thereof as aforesaid, by virtue of the power hereby given; And lastly, that I the said *A. B.* my executors or administrators, shall not at any time or times hereafter compound, receive, release or discharge any of the aforesaid debts, dues, sum and sums of money, or all and singular such share, part and portion of the same debts, monies and premisses, or any part thereof, without the consent or agreement of the said *T. B.* his executors, administrators or assigns, first had and obtained in writing, under his or their hands and seals for that purpose. *In Witness, &c.*

Concerning Bankrupts.

Now a Creditor of a Bankrupt to receive his Dividend, and release the Debt.

NOW all Men by these Presents, That I *A. B.* of, &c. gent. Have made, &c. and by, &c. Do, &c. *C. D.* of, &c. gent. my true and lawful attorney, for me and in my name to appear before the commissioners appointed to execute a commission of bankruptcy awarded against *A. B.* &c. in the parish of ——— &c. and then and there to ask, demand, sue for, recover and receive, of and from the said

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said bankrupt, or assignee or assignees of the said commission, my share and proportion of the said bankrupt's effects, and for me and in my name to make, seal and execute any release or releases, discharge or discharges, for the debt, or any part thereof, due and owing to me from the said bankrupt, and also to make, sign, seal or execute any certificate or certificates for the discharge of the said bankrupt, and to make, do and execute all and every other act and acts, thing and things whatsoever, needful and necessary to be done in and about the said debt so due and owing from the said bankrupt, or his estate, or relating to the said bankrupt or commission so issued as aforesaid, as I myself may or might do, were I present at the doing thereof; and I do hereby ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done in and about the premises. *In Witness, &c. (a)*

A Letter of Attorney to receive Monies and Allowances to a Bankrupt, Virtue of an Act passed 5 Geo. 1.

To all, &c. I J. W. of, &c. send greeting. Whereas a commission of bankruptcy under the great seal of Great Britain was awarded and issued against me the said J. W. directed to sundry commissioners therein named, who have proceeded thereon and declared me a bankrupt: And whereas I the said J. W. have from time to time submitted myself to be examined before the said commissioners named in the said commission, or the major part of them, touching a discovery of my estate and effects, and having conformed myself to the directions of the several acts of parliament now in force concerning bankrupts, obtained my certificate from the right honourable the lord high chancellor of Great Britain, fairly and without fraud, whereby and by means whereof I the said J. W. am legally and justly entitled to such allowance as is given to bankrupts by the act passed in the 13th year of the reign of his late majesty king George the First, for the better preventing frauds committed by bankrupts; And whereas ——— and ——— have been chosen assignees of my estate and effects: And whereas W. L. of, &c. gent. for the support and maintenance of me the said J. W. my wife and family, did give his promissory note in writing to ——— and ——— or one of them, for the sum of 50 l. on condition that in case the ——— or ——— or one of them, would entrust and supply the said J. W. or his wife, with linen or other goods to that value, he the said W. L. then undertook to pay the same, as by his note, &c. And whereas the said ——— and ——— have bona fide, in monies and goods, paid and delivered, for the support and maintenance of my

(a) See affidavit of executing this letter of attorney, Tit. Affidavits.

wife, and family, to the amount and value of the said sum of 50 *l.* or thereabouts; which said sum being demanded of the said *W. L.* he the said *W. L.* by virtue of his said note, is now liable to pay the same: Now know ye, that in consideration of the premisses, and to the intent and purpose to enable the said *W. L.* to pay the said sum of 50 *l.* in discharge of his said note, and for divers other good causes, and valuable considerations me thereunto especially moving, I the said *J. W.* Have and by these presents do absolutely bargain, sell, assign and transfer unto and to the use and benefit of the said *W. L.* his executors and assigns, all and every such sum and sums of money, and all allowances, benefits and other advantages whatsoever, as are now due, payable, or any ways belonging unto me the said *J. W.* as a bankrupt, by virtue of the said recited act given for the benefit of bankrupts in the 5th year of his said late majesty's reign, or otherwise, touching the same; and all my right, interest, property, claim and demand whatsoever, of, in or to the said hereby assigned premisses; And for the better and more effectual enabling him the said *W. L.* his executors and assigns, to have and receive all and singular the hereby assigned premisses, to and for his and their own use and benefit, for the intent and purpose aforesaid, I the said *J. W.* Have, and by these presents Do make, constitute, authorize and appoint, and in my place and stead put the said *W. L.* his executors and assigns, my true and lawful attorney and attornies irrevocable, to ask, demand, sue for, recover and receive of and from the assignees of the said commission, and of and from all other persons whomsoever who are or shall be liable to pay the same, all and singular the hereby before assigned monies, allowances, benefits and premisses, and upon receipt and payment thereof, or of any part thereof, in my name, or otherwise, to give proper and sufficient discharges for the same, and upon non-payment, &c. And finally, I the said *J. W.* do hereby give and grant unto the said *W. L.* his executors and assigns, my full and absolute power in all and singular the said assigned monies and premisses, as well for the suing for and recovering thereof, as also for the compounding, releasing and discharging of the same, as he or they shall think fit; and that as fully, &c. and I do hereby ratify, &c. *In witness,* &c.

Letters

Letters of Licence and Composition.

Letters of Licence and Composition.

A Letter of Licence from Creditors to a Debtor.

TO all People to whom these presents shall come, we who have hereunto subscribed our names, and affixed our seals, creditors of *J. B.* of, &c. — send greeting. Whereas the said *J. B.* on the day of the date hereof, is indebted unto us the several creditors hereunder named in divers sums of money, which at present he is unable to pay or satisfy without respite and time to be given him for the payment thereof: *Know ye therefore*, that we the said several creditors and each and every of us, Have given and granted, and by virtue of these our present letters Do give and grant unto the said *J. B.* full and free liberty, licence, power and authority, to go about, attend, follow and negotiate any affairs, business, matters and things whatsoever, to be done at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or other impediment to be offered or done unto him the said *J. B.* his wares, goods, monies, or other merchandises whatsoever, by any of them, or any part of them, by us, or by any of us, or by his heirs, executors, administrators, partners or assigns, of us or any of us, or by our or any of our means and procurement, to be sought, attempted or procured to be done, for and during ——— (so long) next and immediately ensuing the day of the date hereof: And further, that the said creditors hereunder subscribed do and each of us doth covenant and grant for ourselves, our heirs, executors, administrators and assigns respectively, and not jointly one for another, nor for the heirs, executors, administrators or assigns of one another, to and with the said *J. B.* that we, or each or any of us, our heirs, executors, administrators and assigns, or any of them, shall not, nor will, during the time aforesaid sue, arrest, attach or prosecute the said *J. B.* for or upon account of our respective debts, or any part thereof, or any of them; and that no such or any hurt, trouble, wrong, damage or hindrance, be done unto the said *J. B.* either in body, goods or chattels, or any of them, within the aforesaid term of ——— next ensuing the date hereof, by us or any

the said creditors, or by any person or persons, or by or through the procurement, consent or knowledge, of us or any of us, contrary to the true intent and meaning of these presents, that then the said J. B. by virtue hereof, shall be discharged and acquitted for ever against such as the said creditors, his and their heirs, executors, administrators assigns, by whom and by whose will, means or procurement, he shall be arrested, attached, imprisoned, grieved or damnified, of all manner actions, suits, quarrels, dues, debts, charges, sum or sums of money, claims and demands whatsoever, from the beginning of the world to the day of the date hereof. *In Witness, &c.*

Letter of Licence from the Creditors of a Bankrupt to the Bankrupt.

WO all People to whom these presents shall come, *We* whose hands and seals are hereunto subscribed and set, creditors of C. K. jun. of _____ in the county of _____ send greeting. *Whereas* the said C. K. now at the day of the date of these presents, stands just and truly indebted unto us his said creditors severally in several sums of money by bond, specialty, or for goods sold and delivered, or otherwise, which by reason of losses happened unto him he is incapable of making present payment of, *And whereas* there hath lately been sued forth and prosecuted a commission of bankruptcy against the said C. K. under the great seal of England: *And whereas* the said C. K. cannot be found to be compelled to give any account of his estate, and cause the same to be delivered into the hands of the commissioners named in the said commission, or their assignee or assignees, so as to satisfy us the said creditors, of the said C. K. our just debts, so far as the same will reach; *But* the said C. K. by friends, has desired to meet us his said creditors, in order to give us such satisfaction as he is able, and make such end with us as shall be thought reasonable, considering his present circumstances, in case his said creditors will assure of his person until the 25th day of January now next: *Now known* that we the said creditors of the said C. K. for the considerations aforesaid, have given and granted, and every one of us for his and their part severally by these presents doth give and grant unto the said C. K. full and free liberty and licence, in such sort that he the said C. K. may peaceably, quietly, and freely go, come, abide, continue, and repass, in, into and from any part, place or places whatsoever, at any time to time and at all times from the date hereof, until the 25th day of January now next coming, without any let, suit, trouble, arrest, imprisonment, molestation or interruption of the body of the said C. K. by us or any of us, or our or any of our executors or administrators in any wise howsoever: *And* we the said creditors for ourselves severally, our several executors and administrators, covenant, grant and agree,

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agree, that whosoever of us, or our executors or administrators, shall, at any time before the said 25th day of *January* next, molest, arrest or sue the body of the said *C. K.* shall forfeit the debt or debts now due or owing by or from the said *C. K.* unto such of us as shall so molest him, contrary to the true intent and meaning of these presents; and we the said creditors do hereby severally agree that all proceedings against the said *C. K.* upon the said commission, shall be stayed until the said 25th day of *January* next, *In Witness, &c.*

Letters of Composition for Debts.

TO all, &c. We *J. F.* and *E. J.* creditors of *R. C.* and *C. R.* send greeting. *Whereas* the said *R. C.* and *C. R.* are and do stand jointly indebted, and do owe unto us the said creditors, divers sums of money which they are willing to satisfy and pay as far as they are able: *Now know ye,* that we the said creditors, who have hitherto subscribed our names and affixed our seals, finding they the said *R. C.* and *C. R.* are, by losses and otherwise, disabled to pay our full debts, *Do* severally and respectively agree and bind ourselves, our heirs, &c. to the said *R. C.* and *C. R.* by these presents to accept and take of them the said *R. C.* and *C. R.* their, &c. after the rate of ——— in the pound, in full satisfaction of all such debts and sums of money, as they do jointly owe unto us, and every of us respectively, the same to be paid at four equal payments; the first payment, &c. ——— so as the said *R. C.* and *C. R.* (for the more sure and better payment of the several sums of money aforesaid, in recompence and satisfaction of our and every of our said several debts, after the rate of ——— in the pound as aforesaid), their executors or administrators, do before the ——— become jointly and severally bound, with sufficient sureties, unto us and every of us respectively, by obligation and with double penalties in due form of law to be made, sealed and delivered to us and each of us, or to our and each of our uses, by the appointment of us and each of us. *Provided always,* that neither these presents, nor any thing herein contained, shall bind us, or either or any of us, who have hereunto subscribed our names and put our seals, until all and every of the creditors aforesaid shall have sealed and subscribed the same, on or before the ——— next ensuing. *In Witness, &c.*

An Indenture of Licence and Composition from Creditors to a Widow enable her to administer, &c.

THIS Indenture, made, &c. Between *J. F. F. J.* and *R.* creditors of *C. R.* late of ——— of the one part, and *R.* widow of the said *C. R.* of the other part. *Whereas* the said *C.*

and before his death, was indebted unto the said creditors in several Recital of
sums of money, *And whereas* the said *R. R.* hath since her said hus- debts,
band's death perused and examined his estate and effects, and finding and of exami-
that the same is far short of giving the said creditors a full satisfaction nation and
for their just debts, hath hitherto forborne to take out letters of admi- insufficiency
nistrators of the goods, chattels and estate of her said husband, as to of effects,
her properly doth belong, according to the laws of this realm: *And* sent to com-
the said *R. R.* having acquainted the said creditors therewith, they the pound, &c.
said creditors and each of them were and are willing, contented and
pleased to accept of ——— in the pound for their said debts, upon the
security of the said *R. R.* and to be paid at such days and times, and
in such manner and form as hereafter is limited, expressed and declared:
Now this Indenture witnesseth, that the said *J. F.* and *F. J.* and *R. C.*
the creditors before named, have given and granted, and by these pre-
sents do give and grant unto the said *R. R.* their and every of their full
power, leave, consent and approbation that she the said *R. R.*
shall and may have and take out, in her own name, letters of admi-
nistrators of all and singular the goods, chattels and personal estate of her
said deceased husband, without any disturbance or interruption from
them or either of them; *And* that the said creditors before named do
for themselves severally and respectively, and for the executors and ad-
ministrators of each of them, and not jointly nor the one for the other,
covenant, promise and grant to and with the said *R. R.* her executors,
administrators and assigns, *That* if the said *R. R.* her executors or ad-
ministrators, do or shall, on or before the ——— day of ——— next
following the date of these presents, become bound in several obligations, Covenant
that if secu-
rities be
given by such
a day for
composition
money, ac-
quittance,
&c. to be
given.
good and sufficient in the law, in several reasonable penalties, unto the
said several creditors before named, severally to be conditioned for the
payment unto them the said creditors, their several creditors, admini-
strators or assigns, of the sum of ——— of lawful money of *Great Bri-*
—, for every pound or 20 s. of their due and principal debts by the
said *C. R.* in his life-time owing respectively as aforesaid, not accounting
interest for the same sum or any part thereof, *to wit*, on the ———
day of ——— shall and will also at the costs and charges of the said *R. R.* her
executors or administrators, severally seal, and as their several acts and
deeds deliver unto or for the use of the said *R. R.* several acquittances
and discharges in writing sufficient in law, thereby acquitting and re-
leasing as well the said *C. R.* his executors, administrators and assigns,
also the said *R. R.* her executors and administrators, of all debts,
bills, claims and demands whatsoever, from the beginning of the
world until the day of the date of these presents: *And* the said creditors,
severally and respectively every one by and for himself, his execu-
tors and administrators, and not jointly nor the one for the other, do
covenant, promise and grant, to and with the said *R. R.* her executors
administrators, and every of them, by these presents, *That* if either
the said *R. R.* her executors and administrators, or her or their goods
chattels, or the goods or chattels of her late husband, or any of them, And if ar-
rested, to be
acquitted,
&c.
at any time or times hereafter, until or before the said ——— day
be arrested, attached, sued, molested or troubled by the above
said creditors, or any of them, or by any other person or persons, or
their or any of their means or procurement, or in their or any of
their right or rights, for or by reason of any debt or debts, so to them
or

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or any of them owing by the said C. R. at the time of his decease. That then, and from thenceforth, she the said R. R. her executors and administrators, shall be acquitted, released and discharged against him or them by whom the said R. R. her executors or administrators, or her, their or any of their goods or chattels, shall be so arrested, attached, sued, molested or troubled, of and from all debts, actions, claims and demands whatsoever, from the beginning of the world until the day of the date of these presents; and that these presents to be pleaded shall be a sufficient discharge in that behalf against him or them of the said creditors, his or their executors or administrators, by whom, or by whose means or procurement, or in whose right she the said R. R. her executors or administrators, her or their goods or chattels, or any of them, shall be so arrested, &c. contrary to the true intent and meaning of these presents: *Provided always*, That if the said creditors above named do not or shall not at any time before the ——— sign, seal, and as their act and deed deliver in due form of law one part of these presents unto or to the use of the said R. R. that then these presents, and every thing therein contained, shall be void and of no effect. And the said R. R. for herself, &c. doth covenant and grant to and with the said creditors and every of them, their and every of their executors and administrators, That in case all the said creditors shall in due form of law sign, seal, deliver and execute one part of these presents, as aforesaid unto or to the use of the said R. R. on or before the ——— day of ——— &c. that then she the said R. R. her executors or administrators, shall and will in due form of law make or cause to be made, and duly seal and execute, the said several obligations, and deliver the same to and for the use of the said creditors, upon or before the ——— day of, &c. In Witness, &c.

Proviso that if creditors don't deliver one part of these presents before a day fixed, they are to be void.

And covenant to deliver bonds on executing it.

Limitation

Limitations of Uses.

S E C T. I.

Deds declaring (or leading) the Uses of Feoffments, Fines and Recoveries.

(A) *Use, what.*

A use (as some define it) is the profit or benefit of lands or tenements. Or, as others define it, it is the equity and honesty to hold the land in *conscientia boni viri*, by others described thus :

An use is a trust or confidence reposed in a person, not as to profits issuing out of land, but as a thing collateral annexed in privacy to the estate of the land ; and to the person touching the land, so that he for whom he is trusted shall take the profits of the land : And the tenant shall dispose of it according to his direction ; as for example, if a feoffment be made to J. S. and his heirs, to the use, profit or behoof of W. S. and his heirs ; in this case heretofore J. S. had the possession and property of the land, but W. S. had and was to have the profit in honesty and equity. So if one agrees with W. S. for a piece of land for 20 l. and pays the money, but has no assurance of the land, yet the equity and honesty to have this land is in him that has contracted and paid the money for it.

This trust was called the use of the land ; and hence came the course of conveyances to set down in the *habendum* to whose use the land is to be held ; as *habendum* to A. and his heirs, to the use of A. and his heirs. Co. 121, 122. Co. Lit. 171, 172. b

The use before described is an use at common law. Uses may be raised either by *transmutation* of the estate and possession ; as by feoffment, fine or recovery, &c. Or out of the estate of the owner of the land ; as by bargain and sale, by deed indented and inrolled, or by covenant to stand seised to an use, upon lawful consideration.

Limitations of Uses.

sideration, without transmutation of the estate or possession. *Co. Lit.* 271. *b.*

An use cannot rise out of an use, or a way or a common newly created. *Carter* 46. *Cro. Jac.* 189, 190. *pl.* 13. *Poph.* 81.

(B) *Trust or Confidence, what.* See *Atk. Rep.* 614. 2 *Atk.* 300, 438, 570.

THERE is an use of goods and chattels, which is properly called a trust or confidence; for one may have such things to the use of another.

(C) *Of the Difference between Uses and Trusts.*

AS to the difference between uses and trusts, there ought to be the utmost care not to let trusts be carried on beyond the bounds of uses; for it will introduce different rules, which will make great confusion, and be mischievous to the public: And perpetuities in trust will have all the inconveniences as perpetuities in estates in law have. *Atk.* 9 *W. Int. Lloyd and Carew.*

(D) *Cestuy que Use, who.*

HE for whom a trust or confidence is reposed in any person, who ought to have the profit of the conveyance as aforesaid, called *Cestuy que Use*. He had neither *jus in re*, nor *jus ad rem*, but only a confidence and trust, for which he had no remedy by the common law: but for the breach of trust his remedy was only by *subpena* in chancery. *Co. Lit.* 272. *b.*

But now the statute of uses, 27 *H.* 8. *c.* 10. has transferred the possession to the use. *Co. Lit.* 272. *b.* *Plow.* 352. *b.* 349. *b.* 121. *a.* *b.* 122, 127. 2 *Co.* 58. 78. 6 *Co.* 64. 7 *Co.* 34. 196. 2 *Leon.* case 25.

(E) *Of the different Kinds of Uses.* See 2 *Atk. Rep.* 149, 568.

USES are either *in esse*, or *in posse*, or *contingency*.

1. *Uses in esse* are either in possession, reversion or remainder as when a feoffment is made to *J. S.* to the use of *J. W.* and his heirs.

or to the use of *J. W.* and after to the use of *J. D.* and the heirs male of his body, and after to the use of *S. T.* and his heirs for ever.

2. *Uses in posse, or in contingency,* may possibly happen to be in possession, reversion or remainder; as where an use is limited to me for life, and after to him that shall be my first son in tail; this is only the possibility of an use, for it may or may not be. 1 Co. 121, 122, 176.

Also uses are either *express* or *implied*.

1. *An use express* is when the use or intent is openly declared and expressed between the parties upon making the estate of land whereunto the use is annexed; as when a feoffment is made of land to *J. S.* and his heirs to the use of *W. S.* and the heirs of (or heirs male of) the body of the said *W. S.* or to the end and intent that *W. S.* and his heirs, or *W. S.* and the heirs of his body shall take the profits of it, or the like; or when I covenant to stand seised of land to the use of my wife for life, and after of my eldest son and the heirs of his body, or the like.

2. *An use implied,* is when the use is not declared upon the agreement between the parties, but is left to the construction and made by the operation of law; as,

When a man seised of land makes a feoffment in fee, levies a fine, or suffers a common recovery of it to another without any consideration, and it is not agreed nor declared to what use or intent it shall be; this by construction of law shall be to the use of the feoffor, conusor, or recoverer.

But if there be any consideration of money or thing paid or given, or any rent or tenure reserved, then by construction of law it shall be to the use of the feoffee, conusee, or recoveror; for otherwise the law presumes that the intent of him that did part with the land was so, (*viz.*) that the other should have the property of the land to his use, and that he himself should take the profits of it.

So when one bargains and sells his land for money to another, and no use is expressed; in this case the law says it shall be to the use of the bargainee and his heirs. *Doct. Ec. Stud.* 69. c. 26. *Perk.* § 533. 2 Co. 50. 9 Co. 11. *Dyer* 18, 146. 2 *Roll. Abr.* 781, 782, 789. 22 *Vin.* 186.

(F) Of the Nature of Uses.

AN use at common law, before the statute hereafter mentioned was made, was, and where that statute does not take place, is nothing but a mere confidence and trust collateral to and distinct from the land annexed in privity of estate, and to the person touching the land to this purpose, that *cestuy que use* should take the profit of the land, and the feoffee or tenant that was trusted should make estates, and otherwise dispose of the land, as the *cestuy que use* in his life, or at his death by his last will and testament, should direct and appoint; and if he made no disposition, then that it should go to his heir, so that the feoffee had the freehold or sole property of the thing in him, and *cestuy que use* had neither *jus in re* nor *jus ad rem*, (for if he against the will of the feoffee had en-tered

tered into the land, he had been a trespassor) but a bare confidence or trust for which the *cestui que use* had no remedy, but in chancery upon a breach of the trust, and there to have the feoffee imprisoned until he performed the trust according to the order of the court.

These uses, to some purposes, were reputed in law as *chattels*, and therefore were devisable by will.

And to some purposes as *hereditaments*, and a kind of inheritance, of which there was a *possessio fratris*, &c.

And to some purposes, *neither chattels nor hereditaments*; for they were not esteemed assets in the heir or executor; neither were they reputed in commons, rents, conditions, and such like inheritances which are discontinued or taken away by the alienation of the tenant, escheat, disseisin, &c. but an use is not so. 1 Co. 120. in *Cbudleigh's* case; and Co. 93. *Shelley's* case. *Kelw.* 160. *Dyer* 13. *Bro. Reoffm.* 1. *Uses* 25.

(G) Of Incidents to Uses.

TO every of these uses there were two inseparable incidents 1. *Confidence* in the person; and 2. *Privy* in the estate, expressed by the parties, or implied in law.

When either of these failed, the use was either *gone for ever*, or *suspended* for a time at least. And therefore,

If the feoffee to use, upon good consideration, had enfeoffed another of the land that had not notice of the use, the use had been gone for ever; because howsoever here was a privy of the estate, yet here was no confidence in the person; but if the feoffment had been without consideration to such a one, in this case the use had remained still, because the law implied a notice.

So also it seems the law was when it was made in consideration of marriage only.

And if a disseisor, abator or intruder, had come to the possession of the land whereof the use was, although he had notice of the use; yet the use was suspended during their possession, and they should not have been seized to use, as the feoffee was, for they came not to the land in the *per*, but in the *post*.

And if a lord by escheat, lord of a villain, or one who had entered for mortmain, or had recovered in a *cessavit*, &c. had come to such land and had notice of the use, the use had been gone for ever; for they came to the land in the *post*, and above the use.

And tenant in dower and by the curtesy should not be seized to uses being, for all these wanted privy of estate.

And if there had been tenant for life, the remainder in fee to the use of another, and the tenant for life had made a feoffment in fee to one that had notice of the uses, this second feoffee should not have been seized to the first uses.

So if the husband had made a feoffment in fee of the land of his wife upon consideration and without any use expressed, he should not be seized to uses, because the feoffee was not in privy of estate of the wife.

And if *cestuy que use* for life or in tail, the remainder in tail, with divers remainders over in use, had made a feoffment to one that had notice, he should not have been seized to the first uses, *causa qua supra*.

But otherwise it is of commons, advowsons, and such like appendants or appurtenants; for if tenant in tail, or husband in right of his wife, makes a feoffment of a manor, or of part of it, with an advowson appendant: The advowson, at least after presentment, shall pass as appendant to the manor, or to part of the manor, and not to the estate of the land, which is discontinued by the feoffment. So if a disseisor, abator, intruder, or the lord by escheat, or the like, shall have these things as annexed to the estate of the land in privy, and commons, advowsons, and other hereditaments that are annexed to the possession of the land. *Shep. Touch.* 502, 503.

(H) Of the Original and Antiquity of Uses.

USES began first when the custom of property began and was brought in, that one man knew his own from another man's, and then was to enjoy his own, and not to be deprived of it without consent of order of law; for then he that had land had two things in him, a possession of the land, and power to take the profits of it, and those being to be distinguished, he might give the freehold or possession to another, and take the profits himself; and they were rather allowed by the law for a time as reasonable, because they gave a man power to dispose of his land by will, which otherwise he could not have done but in some special cases by custom of the place. *Shep. Touch.* 503.

By *Manwood* justice.—The commencement of uses has been as long as mankind has been guided by reason; and though no mention is made of uses in our ancient books, yet that is no argument that uses have been of late times. That uses were not common, therefore were not at first, is non sequitur. 2 *Leon.* Case 25.

Harper justice said, That uses began about 18 *Edw.* 2. after which there was such a general liking of them, that they were used a-new; and they did not come into common practice before the time of king H. 6. when the great contention fell out betwixt the two houses of York and Lancaster, at which time uses were in great estimation for the safety of indentures. 2 *Leon.* 25.

By *Dyer* chief justice.—As to the beginning of uses, the same was immediately after the statute of mortmain, at which time all their shifts in practice were found out, for which see the said *stat.* 7 *Edw.* 1. *de Religiosis*. And in the *stat.* 15 *R.* 2. c. 5. the words *Bishop* and *Use* are used, which is the first time they were so in our law; and a long time before that statute uses had been in practice. 2 *Leon.* Case 25.

By *Manwood* justice.—As long as wills have been, trusts and confidances have been; and also as long as marriage has been; and refers to the writ of *Causa Matrimonii prolocuti*, and the statute of *Marlb.* c. 6. *Leon.* Case 25.

But

Limitations of Uses.

But by *Harper* justice—Whereas it has been said, that an Use has been as long as any marriage has been, and so conceived upon the writ *de causa Matrimonii prolocuti*; the same is not any reason, because in that case there is not any confidence or trust; for if the marriage does not take effect, the woman shall have her writ *de causa Matrimonii prolocuti*. In conveyances we are to respect two things, the form and effect of them; and in all cases where the form and effect cannot stand together, the form shall be rejected, and the effect shall stand. *Same case.*

And by *Manwood*, *Littleton* says, That the *Cestuy que Use* shall be sworn upon inquests, which was not enacted by any statute, but practised by the law. *Ibid.*

And that he himself had seen divers ancient deeds of uses; and that in ancient time no man would purchase land to himself alone, but had two or three joint feoffees with him; and he who was first named in the deed was *cestuy que use*, although no use was declared to him upon the livery, and so the use was known by the occupation of the lands. And then says, that the reason why no mention is made in our ancient books of uses is, because men were then of better consciences than they are now, so that the feoffees did not give occasion to the feoffors to bring *subpaus* in chancery to compel them to perform the trusts reposed in them. And before the statute of *Westminster the Third*, if a man had made a feoffment in fee without declaring the uses of it, it should have been to the use of the feoffee, because there is a sufficient consideration between the feoffor and feoffee, to raise an use, (*viz.* the seignior created by the law between them): But now by the said statute such consideration is taken away, and then upon such feoffment without consideration or declaration of uses, it is to the use of the feoffor himself. *Same case.*

(I) *Why Uses were invented, the Mischiefs thereof, and the Remedies sundry Statutes.*

FEAR and fraud were the occasions of inventing uses.

1. Fear in the time of troubles and civil wars, for saving persons and estates from forfeiture.

2. Fraud to defeat just debts, lawful actions, wards, escheats, and main, &c. *Co. 121. b. Poph. 71.*

Uses in time were turned into Abuse, and the greatest part of all lands in the kingdom (especially in the time of the broil between the houses of *York* and *Lancaster*) were put in use, partly of fraud and partly of fear, which produced not a few inconveniences.

The *stat. 27 H. 8 c. 10.* of Uses, was made for remedying mischiefs and abuses in Uses, which act was divided into two general branches, *viz.*

1. The preamble, which expresses the mischiefs.
2. The body of the act, which provides the remedies. *Co. 123.*

The mischiefs in the preamble are these:

1. Whereas by the common law, no land or tenement can pass but

every or matter of record, or writing if it lies in grant; now by divers and sundry imaginations, subtil inventions and practices, by fraudulent feoffments, fines, recoveries and assurances, craftily made to secret uses, intents and purposes.

2. By last wills, sometimes by parol, and sometimes by signs, in great extremity.

3. By these fraudulent uses many heirs have been unjustly disinherited.

4. The lords have lost their wards, reliefs, and in effect their dignities.

5. No purchaser could be assured of his estate.

6. Nor could any man know against whom to bring his action, or have his execution.

7. Estates created by law in consideration of marriage, as tenancy in power, and by curtesy, were defeated.

8. Perjuries upon trials of secret use were committed, and daily increased.

9. The king had lost his escheats for attainders, purchases of aliens, &c.

10. The lords had also lost their escheats. *Co. 123. b.*

These were the mischiefs; then comes the body of the act, which provides that,

Where any person stands and is seised of any lands, tenements, &c. Note; *This statute extends to persons seised, not possessed of any lands, &c.* to any use, all and every such person and persons that have or shall hereafter have any such use, &c. shall from henceforth stand and be seised, and adjudged in lawful seisin, estate and possession, of and in the same lands and tenements, and of and in such estates as they had in the use; and that the estate, right and possession that were in such persons as were or hereafter shall be seised to the use of any such person or persons, shall from henceforth clearly deemed in *cestuy que use*, after such quality, manner and form as they had in the use.

This is the remedy that the makers of that act have provided to salve all the mischiefs aforesaid. *Co. 125. b.*

By *Harper* justice—As to the making the *stat. 27 H. 8. c. 10.* the truth is, the king was displeased at the loss of wardships, and other injuries done to him, for which cause he complained to the judges of the effect of the law in that case; who thereupon shewed the king the causes of those injuries and losses to him; and that if the possession might be joined to the use, all would go well, and all the injuries, wrongs and losses which came to him by reason of uses, wills and secret feoffments, should be avoided; for which reason the king, in the 24th year of his reign, commanded his council to frame a bill for that purpose, and presented it to the house of commons; but it was then rejected; and the king at that time would have been contented, that the fourth part of the land only should descend; and from that time the king stayed further proceedings in the said cause till the 27 *H. 8.* at which time it took effect; and their care was to pen the statute so precisely, that that whole estate should be executed by it, so as it did utterly take away all from the feoffees. *2 Leon. Case 25.*

By the said statute, the use and possession of land at this day is coupled and conjoined so that they cannot stand apart and divided, but he who

Cause of making the *stat. 27 H. 8.* For the power of *Cestuy que use* before the statute, see *2 Ld. Raym. 876.*

has the one must have the other, and the one ensues the other as the shadow does the body; and therefore now upon *uses, recoveries and settlements*, the estate settles as the use and intent of the parties is declared by word or writing before the act done; as for example,

If a writing be made between two or more, that one of them shall levy a *fine*, make a *feoffment*, or suffer a *recovery* to the other, to the use and intent that one of them, or another man, shall have it for life, and after another in tail, and after a third in fee-simple; in this case the law settles the estate according to the use and intent declared, so that now what estate a man has in the use, the same he has in the possession.

But for the more full understanding the said statute, and the law at this day, observe, That the statute does not extend to all manner of uses, neither are all uses executed and united to the possession thereby; for,

By such act it plainly appears that every use *in esse*, viz. in possession, reversion or remainder, is executed by it.

But no contingent use or right is executed by the said act until it comes in *esse*; for,

To every execution of an use these four things are requisite:

First, There ought to be a person seised.

Secondly, There ought to be a *cestuy que use in esse*.

Thirdly, There ought to be an use *in esse* in possession, reversion and remainder.

Fourthly, The estate out of which the use arises ought to be vested in *cestuy que use*; for the words are, that the estate of such person seised to the use, shall be adjudged in *cestuy que use*. Co. 126. a.

So that when these four, viz. 1. Seisin in the feoffees; 2. *Cestuy que use in rerum natura*; 3. Use *in esse*; and 4. That the estate of the feoffees vests in *cestuy que use*, then there is an execution of the use within this statute; and therefore it is agreed that this statute does not execute any use, but only uses *in esse*; so that the right of a present and a future or contingent use are excluded until they come *in esse*, and then the statute executes them also, if no alteration be of the estate of the land before.

And if *cestuy que use* in tail, with divers uses in remainder, had made a feoffment, and died before the statute, no execution should have been of this right of an use until entry by the feoffees.

So if *cestuy que use* in possession had made a feoffment before the statute, no right of the use in possession or remainder shall be executed by the statute until the regrest by the feoffees.

So if a feoffment had been made before the statute to the use of the feoffee for life, and after to the uses of others in remainder, and the feoffee had made a feoffment in fee to another; this use shall not be continued, or the re-possession of the land executed unto it by this statute; so that the right of uses *in esse*, and uses in contingency until they happen to be *in esse*, remain at the common law as they were before the statute.

And therefore if the estate of the feoffees be in such cases devested by disseisin; or the king, or a corporation, or an alien, or a person attainted, &c. be infeoffed of the land before the use come *in esse*; or if the land be aliened *bona fide* upon consideration to one who has not notice of the use, this use can never be executed until these possessions be removed by lawful entry or action of the feoffees; and if their entry or action be barred, the use is gone for ever.

And therefore if *cestuy que use* in tail, the remainder in tail restrained with a clause of perpetuity be disseised, no use in contingency can be executed by this statute.

And if before the statute a *feoffment* had been made in fee to the use of *J. S.* for life, and after to the use of the right heirs of *J. N.* and the feoffees had been disseised, and then the statute had been made, and after *J. N.* dies, and after his death *J. S.* dies; this use shall never be executed in the right heir of *J. N.* Co. 126, 136. Plow. 391. Dyer 58. 88. 330.

And so also if a disseisin be after the statute, and before the death of *J. N.* no possession shall be executed in the right heir of *J. N.*

Also uses that need no execution by the statute, as when a man conveys land to *J. S.* and his heirs, to the use of *J. S.* and his heirs; this needs not the help of this statute.

Also uses that are against the rules of the common law shall not be executed by this statute; and therefore,

If a *feoffment* be made to the use of *A.* for life, and after to the use of every person that shall be his heir, one after another for term of his life: so if one makes a *feoffment* to the use of another in tail, with remainders over, with a proviso that neither of them shall discontinue or alien, &c. these uses shall not be executed, because the limitations are wholly void: and in these cases there is no remedy in chancery against the feoffees.

So from all this it appears, that some uses are executed presently, as *in esse*, and some are executed by matter *ex post facto*, if they be according to law, and come *in esse* in due time; but if they be uses intended and limited in a new manner, and not according to the ancient common law, they are altogether void, and extinguished and abolished by the statute.

And where lands are conveyed to others in trust after this or the like manner, *viz.* that the feoffees shall take the profits, and deliver them to the feoffor and his heirs, &c. or that the feoffees shall convey it to the feoffor at his age of twenty-one years.

And where lands are conveyed to certain uses expressed and declared, and there be other secret uses and intents agreed upon between the parties; these uses or trusts are not within this statute, neither will the statute execute them, but they remain as they were before the statute, determinable in chancery: also leases for years of lands in use that were their being before, and are granted over in use, are not executed by this statute. Co. 138.

And therefore if a lessee for years of land grants or assigns over his lease to *A.* and *B.* and their assigns, to the use of the grantor and his assigns for the term of their lives; this use or trust is out of the statute, and is not executed thereby; and therefore in this case all the estate is in *A.* and *B.* and the grantor has nothing but an use, for which he has his remedy in chancery.

So if one be seised of land in fee, and he bargains and sells it, or makes a lease of it to another in trust, and for the benefit of a third person; this is but a chancery trust, &c. in this third person, as was clearly. M. 8 Car. B. R.

And yet if a *feoffment* be made to the use of *J. S.* and assigns for term of twenty years, this term of years shall be executed by the

And

And so in all such like cases and questions of trusts and uses that are not within the statute of uses, the law is now as it was before the same statute was made, and all those matters are determinable in chancery; for as the questions of uses and trusts that are within the statute are to be decided and ruled by the judges of the common law; so are all other questions of use and trusts that are out of the statute to be ruled and decided by the judges of chancery. *Dyer* 356. 369. *Crompt. Jur.* Co. 65.

(K) *What shall be said a good Use of Land, or not; and when and where such an Use shall be raised, altered or created, or not.*

First, *In Respect of the Manner of Raising it, and the several Ways whereby Uses may be raised.*

TO make a good use, or make an use to rise, (for the rise of uses see *Ld. Raym.* 291.) especially such an use as may be within the statute, respect must be had to divers things:

I. *To the ways and means of creating or raising of uses*, wherein it is to be observed, that although the quality of the uses be changed in many cases by the statute of uses, yet uses, and uses within this statute, may be raised as they might before the statute, either by transmutation of the estate; as by fine, feoffment, common recovery, &c. or out of the estate of the owner of the land; as by bargain and sale, by deed indented and inrolled, or by covenant to stand seised to uses upon good consideration; and therefore a fine, feoffment or recovery, may be had of land, to the use and intent that either of the parties thereto, or others, shall have it for any time or estate; and by this means what uses and consequently what estates a man will, may be raised and created: and in these cases the donor, feoffor or recoverer, may appoint the use of the same fine, feoffment or recovery, to whom he will, without any respect of marriage, money, kindred or the like; for in this case his will guides the equity of the estate. *Co. Lit.* 271. *Plow.* 301.

Or if a man makes a lease to *A* for life, to the use of *B*. for life; this is a good use and estate in *B*. during the life of *A*. *Dyer* 186.

Or if a man by bargain and sale for good consideration sells his land to another; hereby the use will rise according to the estate bargained and sold unto the bargainee; but in this case, if it be an estate of freehold as of fee-simple, fee-tail, or for life, that is sold, the bargain and sale must be made by deed indented and inrolled within six months after, some of the courts at *Westminster*, or in the sessions rolls in the place where the land lieth, except it be in cities and corporate towns where they use to inrol deeds; otherwise no use will arise by it; but if it be an estate for years only that is sold, there the use will arise well enough without any such matter.

Or if a man seised of land in fee covenants to stand seised of it to the use of his wife, children, brethren, or other kindred, for life, in fee

simple or fee-tail; or if one seised of land in fee-simple, covenants to stand seised of the use of a woman he is to marry, or to the use of a woman, his son or other kinsman is to marry; hereby the uses, and consequently the estates, will rise accordingly; and in these cases there is no need it should be by deed indented, &c. or that the deed be inrolled, for uses may be raised by deed poll as well as by deed indented. 6 Co. 68. *Dyer* 155. 2 Co. 35, 36. 7 Co. 40. 8 Co. 93, 94. 4 Co. 17.

Also uses may be created (so some hold) by word or parol agreement as well as by deed or writing; for it is said it has been adjudged, that if a man says to his son and a woman that his son is to marry, that in consideration of the same marriage they shall have the land to them two in tail; that hereby a good estate-tail will arise after the marriage.

And that where one by word without deed grants land to his son and to his wife in tail, in consideration of their marriage; that it was agreed by all the judges that the use did rise upon this agreement. *Crompt. Jur.* Co. 60, 61. *Plow.* 301, 308, and see the better opinions of the judges in *Corbin's case*, 38 *Eliz.*

Howsoever, it is more safe in these cases to do it by deed and in writing; for *Dyer* 296. *Plow.* 12. seems to oppose this; and if a man makes a feoffment, levies a fine, or suffers a recovery to the use of his last will, or to the intent to perform his last will, or to the use of such person and persons, and of the estate and estates as he shall limit by his last will, and then afterwards by his last will declares the uses; these are good uses, and this is a good way of raising uses.

So if a man devises his land by will to *J. S.* and his heirs, to the use of *J. D.* and his heirs; it seems that the use will rise to *J. D.* and his heirs by this means.

And if a man by a verbal agreement, in consideration of money, or the like, sells his land to another, or agrees and promises that the bargainee shall have it for any time howsoever; that hereby no use nor estate will arise (if it be a freehold that is sold) within the statute, because it is not by deed indented, &c. yet it seems a good use will arise at the common law, and that the bargainee shall have relief in equity for his purchase. *Lit.* § 462, 463. 6 Co. 17. *Vide stat.* 27 H. 8. of *Uses*, *ante.* *Fitz. Devise* 22. *Dyer* 229.

An use will not rise as an use upon an use at the common law, but it may be a trust in equity. 2. 1 *Chan. Ca.* 114.

If lands are limited by will to *A.* in trust for a feme covert, and that *A.* shall receive the rents, and pay and dispose of them to the feme, or to such persons as she shall direct and appoint, without the intermeddling of her husband, &c. This is a trust only, and not an use executed by the statute. *Vern.* 415.

There are three ways of creating an use or trust remaining at common law, notwithstanding the *stat.* 27 H. 8. which ways are subject only to the controul and direction of the courts of equity.

First, Where a man seised in fee raises a term of years, and limits it to a trust for *A.* &c. for this the statute cannot execute, the termor not being seised.

Secondly, Where lands are limited to the use of *A.* in trust to permit *A.* to receive the rents and profits; for the statute can only execute the use.

Thirdly,

Limitations of Uses.

Thirdly, Where lands are limited to trustees to receive and pay over the rents and profits to such and such persons; for here the lands must remain in them to answer these purposes. *Abr. Ca. Eq.* 383.

Secondly, In respect of the Persons trusted, and what Persons may be seised of another, but to their own Use.

The second thing whereunto respect must be had, is to the person trusted, or to him to whom the conveyance is made; for to every good use there must be a person seised to use, and he must be a person capable of such a seisin.

And as to this observe, that any sole person who may make an estate to himself, may make an estate to other uses.

Also a man may be seised of his own land to other uses, as in the case of covenant to stand seised to uses. *Co.* 122, 127, 135. *Plow.* 251. *Dyer* 8, 283.

But the king, or any body corporate, alien born, or person attainted cannot be seised to other uses, no more by an original feoffment to use than where they come by the land in use at the second hand; in which case (as hath been shewed) neither such persons, nor disseisors, abutors or intruders, or lord of villains, or escheats, shall be seised to other uses; but in all these cases the uses are void, and the parties shall hold the land to their own uses, or to the uses of the feoffors, &c. and not to the use of *cestuy que use*. Resolved in *Dr. Atkin's case*, 44 C. B. 11. *Pin.* 249. pl. 3.

And a bargainee of land for valuable consideration cannot be seised of the land to any other use but his own. *Dyer* 155.

Thirdly, In respect of the Persons for whom the Trust is, or the Cestuy que Use.

The third thing to be respected is the *cestuy que use*; for to every good use, as there must be a person seised to use, so there must be a person whose use he is seised, and he must be capable also. *Co.* 136.

And as to this observe, that any man that is capable of an estate directly or immediately to himself, is capable of the same estate by way of use. But if the use be limited to a corporation, there must be licence had; otherwise it will be an alienation in mortmain. *Br. Mortmain* 37.

And if future uses upon contingencies be limited to such persons who are not in being; these uses, howsoever they are good at common law yet they are not good within the statute; neither does the statute execute them at all until they come in possession.

And if a feoffment be made to J. S. and his heirs to the use of the parishioners of Dale; this use is void; for they are incapable by this name, and it shall be to the use of feoffor. 12 H. 7. 27. 49 E. 3. 4.

Fourthly, In respect of the Estate and Possession of him that creates the Use.

The fourth thing to be regarded, is the estate of him that raises the use in the land whereof the use is raised; for howsoever the tenant in fee-simple of land may create what uses he will in fee, for life or years upon it, and such cases are good; and the tenants in tail or for life may, perhaps, grant their land for their own lives to the use of a third person.

Yet if a tenant in tail for good consideration covenants to stand seised to the use of himself for life, and after to the use of his eldest son in tail; no use will arise by this covenant.

So if tenant in tail of an advowson in gross grants it by deed to one and his heirs, to the use of himself for life, and after to the use of another in fee; this grant is void by the death of the tenant in tail. *Hil. Elin. C. B. 2 Co. 52. Pasf. 13 Jac. C. B. Bay v. Smith*

And if such tenant in tail bargains and sells his land by deed indented and enrolled; hereby the bargainee has an estate descendible to his heirs, determinable upon the death of the tenant in tail.

And if such a tenant in tail bargains and sells his land by deed indented and enrolled; hereby the bargainee has an estate descendible to his heirs, but determinable upon the death of the tenant in tail. 10 Co. 96.

And if one covenants by indenture to stand seised to the use of B. of Whiteacre, which he has not then, but he afterwards purchases it; by this no use will arise. *Yelverton's case, 37 Elin. B. R. 22 Vin. 216, 17. pl. 5, 6.*

And if one who has but a term of years grants it to J. S. to the use of himself for life, &c. This is no good use within the statute, but a vacancy-trust only. *Dyer 369.*

Fifthly, In respect of the Estate and Possession of him that takes by the Conveyance.

The fifth thing to be respected, is the estate of him that takes by the conveyance out of which the uses are derived; for

Where a man grants in fee-simple to another and his heirs, he may give what uses he will upon this estate.

And if a man makes an estate for life to another, he may limit an use thereupon; yet if a man makes a gift in tail to another, he can limit no use thereupon:

thereupon: And therefore if one grant his land to *J. S.* and the heirs of his body, to the use of *J. S.* and his heirs in fee; this limitation of use is void, and *J. S.* has hereby an estate in tail. *Vide 2 Co. 76 Co. Lit. 19.*

And if a feoffment be made to *J. S.* to have and to hold him and the heirs of his body, to the use of him, his heirs and assigns for ever, this use is void. *Trin. 14 Jac. B. R. Couper and Franklin's case 22 Vin. 181.*

And where one bargains and sells land for money, (in which case the law makes an express use) no other use can be appointed.

And therefore if *A.* for money bargains and sells land to *B.* and his heirs, to the use of *A.* for life, and after of *B.* in tail, and after of *A.* in fee; all these uses are void, for an use cannot rise out of an use.

So if *A.* makes a lease to *B.* for years, rendering rent, to have and to hold to the use of the lessor; this use is void, as being also against reason. *Dyer 169. Cromp. Jur. 53. Lit. § 284.*

And if a feoffee to use before the statute of uses, had bargained and sold the land to one who had notice of the former use; no use had been made hereby, for there might not be two uses in being of the same land at one time.

And if *A.* infeoffs *B.* to the use of *C.* and his heirs, with promise that if *D.* pays to *C.* 100*l.* that *C.* and his heirs shall stand seised to the use of *D.* and his heirs; this last use is void, for the use must arise out of the estate of the feoffee, and not out of the estate of the feoffor. *que use. Dyer 255. Co. 136, 137.*

A rent shall (by virtue of the statute) arise out of the estate of the feoffee, upon a recovery, which was to arise out of the estate of the recoveror and his possession; because by the intention of the parties the *cestui que use* was to pay the rent. *Vaugh 52.*

An use cannot arise out of an use, or a way or a common new created. *Carter 46. Cro. Jac. 189, 190. pl. 13. Poph. 81.*

Where an estate in use is to begin on a contingent precedent, which is impossible, or against law, the use shall never rise. *Leon. 199.*

Sixthly, *In respect of the Cause or Consideration of an Use, and whether it shall be a sufficient Consideration to raise or alter an Use, or not.*

The sixth thing, whereunto respect must be had, is the cause or consideration; for howsoever in cases where uses pass by the way of mutation of possession, as by *fine, feoffment or recovery*, there the consideration is not at all material; for he that makes the estate may appoint the use to whom he will, without any respect to marriage, kindred, money, or other thing; for in this case his own will and consideration guides the use and equity of the estate; yet in *bargains and sales, covenants to stand seised to uses*, it is otherwise; for there a consideration is so necessary that nothing will pass, neither will any use rise without

... some matter that may be cause or occasion meritorious; which amounts to a mutual recompence in deed or in law; which must be expressed or implied in the deed whereby the use is created, or else supplied by averment and proof.

For howsoever in this case an averment shall not be allowed and taken against a deed, that there was no consideration given when there is an express consideration upon the deed; yet when the deed expresseth no consideration, or faith (*for divers good considerations*) or the like, there an averment of a good consideration given shall be received; for this is an averment that may stand with the deed, and without consideration inrolment will not help.

And therefore if one bargains and sells his land to another by deed indented and inrolled without any consideration, it seems no use will rise by this to the bargain. *Co. 176. 11 Co. 25. Dyer 146, 169, 312. Cromp. Jur. Co. 62.*

So if one (for divers good causes and considerations, or for divers good and valuable considerations) bargains and sells his land to another, or covenants to stand seised of his land to the use of another that is not of his kindred; no use will rise by this, unless it be proved money, or something else, was given for it. *41 Eliz. adjudged.*

But if a man by deed, in consideration of money, as in consideration of the sum of 100*l.* to him paid, or in consideration of a competent sum of money to him paid, or otherwise promised to be paid, or in consideration of other land, or of giving of counsel, or the like, bargains and sells, or by such like words grants his land to another in fee-simple, fee-tail, for life or years; in these cases the use will arise to the bargain well enough. *Plow. 301. Bro. Fast Inrol. 9. Doct. & Stud. 99. c. 28. Cromp. Jur. Co. 60, 61. Dyer 90.*

And therefore if I covenant with *B.* that, when he infeoffs me of *Whiteacre*, I will stand seised of *Blackacre* to the use of him and his heirs, and he infeoffs me accordingly; in this case the use of *Blackacre* will rise to *B.* and he and his heirs shall have it according to the agreement. *Cromp. Jur. 61.*

So if I agree with my lessee for years, that if he pays me 100*l.* within his term, that I will stand seised of the land to the use of him and his heirs, and he pays me the 100*l.* accordingly; in this case the use will rise, and he and his heirs shall have it according to the agreement.

So if I covenant that my son shall marry the daughter of *A.* and *A.* promises to give me 100*l.* for the marriage-portion, and I covenant that if the same marriage do not take effect, I and my heirs will stand seised of the land to the use of *A.* and his heirs, until the 100*l.* be paid; in this case a good use will rise of the land accordingly, if the marriage do not take effect; but in all these and such like cases the covenant must be by deed indented, and it must be inrolled, otherwise no use will arise. *Bro. Exposition of Words 44.*

And when the deed is inrolled, it shall take effect as from the beginning by relation to avoid all intervenient estates and charges whatsoever.

And in like manner it is, if one for no cause, or for no consideration, (because he is of his antient acquaintance, or because there has been entire love or great familiarity between them, or because he has been his chamber-fellow, school-fellow, or fellow-servant, or because he has done

done him good service, or because he was his master and taught him, or to the end that he may pay his debts and legacies, and discharge his funeral expences, or for divers good causes and considerations; if one for any of these, or any such like cause and consideration, covenants with another that he will *stand seised* of his land to the use of that other and his heirs, or that he and his heirs shall have the land, &c. by this covenant, whether it be inrolled or not, no use at all will rise. *Plov.* 302. 21 H. 7. 20.

So if one covenants to *stand seised* to the use of J. S. (who is a bastard son) and his heirs, no use will arise thereby; and yet, perhaps, upon such a covenant as this, whereupon no use or estate arises, an action of covenant may lie. *Dyer* 374.

But if one (in consideration of nature, kindred, blood or marriage with one's self, or any of his blood, payment of debts, or for the like cause) or without any such express consideration at all, covenants to *stand seised* to the use of himself, his wife, children, brothers, sisters or cousins, or their wives; these are good considerations, and the uses and estates thereupon thus raised and made are good.

And therefore if one covenants by his deed, without expression of any consideration, to stand seised of his land to the use of himself for life, and after of his wife for life, and after of his child in tail or for life, and after of his brother in tail or for life, or in fee, or in any such like manner; these uses will arise; and the estates will be well made hereby accordingly. 7 Co. 11. 10 Co. 143. Co. 83, 154. *Plov.* 801. *Lit.* § 284.

So if I agree with another, that if he marries my daughter, that from the time of the marriage they shall have my land to them and their heirs in this case, and by this agreement, if he marries my daughter, they will have my land according to the agreement.

So if I being about to marry with a woman, covenant with J. S. to stand seised of my land to the use of myself for life, and after to the use of the woman I am to marry, for her life, and after to the use of the heirs of my body begotten on her; these are good uses and estates that are made by this covenant. *Plov.* 301. *Bro. Feoffment at Uses* 45.

But here by the way this difference must be observed; where a man covenants, in consideration of a marriage to be had, to stand seised to use, and the marriage doth not take effect, there no use shall arise. *Cur. T. 10 Car. B. R. Hoskin's case.*

So also if the parties disagree at their age of consent; and so was held in the lord *Herbert's* case.

But where one covenants to make a *feoffment*, or levy a *fine* to such uses, and the *feoffment* is made, or *fine* levied accordingly; there notwithstanding the marriage does not take effect, yet the use shall arise; for there he is in by the *fine* or *feoffment*, in which case there needs no consideration.

And therefore if A. covenants with B. that in consideration C. is his kinsman, and in consideration of a marriage to be had between C. and E. he will make a *feoffment* and other assurances to the use of himself for life, the remainder to C. and E. and the heirs of their two bodies, and after assurances are made accordingly by *fine* or *feoffment*, but they do not intermarry, but marry others; in this case notwithstanding B. shall have a moiety of the land.

So if I covenant (in consideration of the love I bear to my wife) to stand seised to the use of her and the heirs of my body upon her begotten, and after to the use of my brother; hereby the use will rise to my brother also, although he be not within the express consideration.

So if one covenants with his two sons, for the love he bears to them, to stand seised of his land to the use of himself for life, and after to his wife for life, and after to his two sons in tail, one after another; in this case the consideration is sufficient to raise the use to the husband and wife also. 7 Co. 40. 11 Co. 24. Dyer 374.

So if one (in consideration of the love he bears to his brother) covenants to stand seised to the use of his brother, and the wife of his brother for life, or in tail; in this case the consideration is sufficient to raise the uses to them both.

So if I covenant (in consideration of the marriage of my son with the daughter of another) to stand seised to the use of myself for life, and after to my son and his wife in tail; these are good uses, and will rise accordingly. Plow. 307.

If I covenant with J. S. to stand seised to the use of him, his executors, &c. (he being none of my kindred) for twenty years, and after to the use of my son in tail; in this case the use will not rise to J. S. it will rise to my son well enough.

For although the consideration of money given by one may be a consideration to all the estates, yet the consideration of blood, &c. is similar, and will raise the use of that only to which it goes.

But if I covenant with B. in consideration of the marriage of my son with the daughter of B. to stand seised to the use of R. (a stranger) for life, and after to the use of my son and his wife in tail; in this case the use shall rise to R. although he be a stranger, and that for the substance of the remainder, which cannot be without a particular estate; in all these and in such like cases no enrolment of the deed is necessary. Plow. 307. Dyer 174.

If I (in consideration of 10 l. given to me by my son) covenant with him to stand seised of land to the use of him and his heirs; in this case the use will rise without enrolment by the implied consideration, because there is an express consideration; *Et expressum facit cessare tacitum*: 11 Co. 24, 25. 7 Co. 40.

And yet if I covenant, that in consideration that J. S. is my son, and hath paid me 10 l. that I will stand seised of the land to the use of him; in this case the use will rise without enrolment.

And if I covenant (in consideration of 100 l. and of a marriage) to stand seised to the use of myself for life, and after of my son in tail; hereby the use is raised, and the possession charged without enrolment. *T. 3 Jac. R. R. Plow. 4. Bro. Feoffment at 19.*

Also where a feoffment is made, fine levied, or recovery suffered, no use declared thereupon, and the same is without any consideration of fine or rent; by this the use is not changed; for it results to the feoffor, and recoverer, and he hath the estate as he had it before; but if in these and such like cases there be but a penny or a pennyworth of consideration given, or any rent reserved upon the feoffment, the use will rise well enough to the feoffee, &c.

And if any tenure be created, as where a gift in tail, lease for life or years is made; in these cases, although there be no consideration given, yet the use will rise well enough to the donee or lessee, and especially if any rent be reserved, for that is a kind of consideration: but if a lessee for years grants over his term to another without any consideration at all, it seems by this no use at all will rise to the grantee, and therefore that the grantee shall hold it to the use of the grantor; *sed quare.* Co. 24. *Dott. & Stud.* 97. c. 26. 99. 101. c. 21. &c.

If uses are limited without consideration, they are void; and the estate returns to the covenantor again, or rather was never out of him. *Vent. Pibus and Midford. Mod.* 159. 160, &c.

There are no considerations at this day to raise uses upon covenants but *natural love and affection*, which is for *advancement of blood*, or consideration of *marriage*, which is joining of blood and marriage together: other considerations, as *money for land*, or *land for land*, though the words are *stand seised to uses*, yet they are *bargains and sales*, and without enrolment they will raise no use. *Carter* 139. *Vide* 1 *Leon.* 138. to 201.

If I covenant that *A.* a stranger shall have my land to him and his heirs to pay my debts and legacies; the same is by way of bargain and sale, and nothing passes without enrolment. 1 *Leon.* 201.

Seventhly, *In respect of the Manner and Frame of the Words used in raising of Uses, and what Manner of Uses may be made or not.*

The seventh thing whereunto respect is to be had, is the manner or form of words used in the making and raising of uses, wherein there is much regard to the mind and intention of parties: for,

If one covenants in consideration of 20 l. paid him by *J. S.* to be seised of land to the use of *J. S.* and his heirs; or if one covenants that *J. S.* and his heirs shall have his land; if this deed be enrolled this is a good *bargain and sale* to raise the use, and will do it as well when it is made by the words *bargain and sell.* 8 Co. 94.

So if one for good consideration, by the words *demise* and *grant* makes a lease of his land for a term of years; hereby the use will rise to the lessee as well as if the lease were made by the words *bargain and sell* & sic de similibus.

And yet if one by the words *bargain and sell*, conveys his land to his son, no use will rise by this, except there be money paid, and the deed be enrolled.

And if one in consideration of money grants his land to his son or any other, by the word *infeoff*, no use will rise by this unless livery and seisin be made thereupon, because the intent of the parties in these cases appears to be to pass it in another manner.

And if in the last case livery and seisin be made, then the use shall be guided by law, that is, if nothing be given, it shall be to the use of the

feoffee; and not amount to a limitation of use to the son: *Wards v. Lambert, C. B. Pas. 37 Eliz. Stile's case. Vide 2 Co. Rowland Hayward's case.*

If one covenants with his son that his land shall remain, or that his land shall descend to him; this is a good covenant to raise the use according to the limitation.

And yet if one covenants with his son upon his marriage, that his land shall remain, revert or descend to his son in fee, or in fee-tail; by this no use will be raised, because it is so incertain; but, perhaps, this may amount to a covenant, whereupon the son may have an action of covenant.

If I covenant for me and my heirs, that I and my heirs, and all others that are seised, shall be thereof seised to the use of, &c. this is a good covenant to raise the use, although it be in words of the future tense. 21 H. 7. 18. *Plow* 301. 308. *Bro. Feoffment at Use* 16.

If I covenant with my eldest son, and strangers, to convey my land to the same strangers, to the use of myself for life, and after of my son in tail, &c. and I grant by the deed, that the said persons seised of the said land shall be from thence seised to the said uses, and no other use, and no other conveyance is made; it seems this is sufficient to raise the use.

And yet if I be seised of land in fee, and covenant with J. S. that A. B. and C. D. and their heirs, shall stand and be seised of this land to the use of, &c. it seems this is not a good covenant to raise the uses. *Dyer* 874.

If a feoffment or other conveyance be made to the use of the feoffor and the heirs of his body, on the body of M. the wife of S. T. and for default of such issue, to the use of him and the heirs of his body of S. the now wife of W. K. and for default of such issue, then to the use and performance of his last will for ten years immediately after his death, and after the term ended, to the use of the feoffees and their heirs during the life of W. (eldest son of the feoffor) and after his death, to the use of the first issue male of the body of the feoffor lawfully begotten, and the heirs of the body of such first issue male; and for default of such first issue male, to the second issue male, &c. (in the same manner) these are good limitations of uses. *Co.* 120.

So if an use be limited to J. S. for life without impeachment of waste, and after to the use of B. and C. their executors and administrators, for the term of twenty years, and after to the use of C. and the heirs male of his body, &c. these are good uses. *Co.* 90.

So if an use be limited after this manner, viz. to the use of a man's last will and testament; or to the use of such person or persons, and of such estate and estates as he shall limit and appoint by his last will and testament; or to the use of such person or persons, or to such uses and purposes as he shall by any writing under his hand and seal declare and appoint; these are good limitations. 6 *Co.* 18. *Lit.* 462, 463.

If I covenant with another in consideration of blood, &c. that I will stand seised of my land to the use of such of my sons, or such of my heirs, as the covenantee shall name; in this case, after a nomination made, the use will rise well enough.

But if I (for and in consideration of 10 l. or the like good consideration) covenant to stand seised of land to the use of such persons as the covenantee

covenantee shall name; in this case, although the covenantee nominates some of my cousins, or blood, yet no use will rise by this for the uncertainty of it.

If a feoffment or other conveyance be to the use of *J. S.* and his heirs, provided that if the feoffor pays 10 *l.* at such a day, that then it shall be to the use of the feoffor and his heirs; this is a good limitation, and the use will rise accordingly. *Co.* 176.

An use may be limited to a woman *durante viduitate sua*, and this is good. *4 Co.* 3.

If a man be seised of two manors, and covenants to stand seised of the same to the uses following, *viz.* of the one to the use of the covenantor for his life, and after to the use of his wife for life, and after to the use of his eldest son in tail, *&c.* and for the other manor, to the use of the second son in tail, *&c.* these are good limitations, and the uses will rise accordingly *11 Co.* 23.

If a man seised of land in fee, agrees with another that a *fine* shall be levied of it, and that the same shall be to the uses following, *viz.* that *J. S.* (the conusor) shall have one yearly rent of 50 *l.* during his life, to be issuing out of the same land; and as touching the land charged with the rent, *&c.* to the use of *J. D.* (the conusee) until default of payment of the said yearly rent, and then to the use of *J. S.* and his heirs for ever; this is a good limitation, and the use will rise accordingly; *et sic de similibus.* *2 Co.* 69, 70.

If a feoffment be made by *J. S.* to the uses in certain indentures tripartite of the same date, and therein is declared that it shall be to the use of *A.* for life without impeachment of waste, and after to the use of such farmers or tenants to whom he shall demise any part of the premises for life or lives, or for any term of years, as in any such demise shall be limited and appointed, and after to the use of the performance of the last will of the said *L.* and to the use of such person or persons severally to whom the said *L.* by his last will and testament shall appoint any estate, and after to the use of, *&c.* these are good uses, and the estate shall rise accordingly. *10 Co.* 78.

An use may be limited upon condition, and the condition may be annexed to one of the uses, and not unto another. *4 Co.* 24.

If lands be conveyed to *J. S.* and the heirs of his body, to the use of *J. S.* and his heirs, or to the use of a stranger and his heirs; this use will not rise in this manner.

And yet if lands be conveyed to *J. S.* and his heirs, to the use of him and the heirs male of his body, and after to the use of a stranger and his heirs; it seems this is a good limitation. *Co. Lit.* 19.

If one grants lands by deed to husband and wife, to have and to hold to the use of the husband and wife, and of the heirs of their two bodies; this is a good estate-tail by this limitation, although he does not say *habendum* to them and their heirs, *&c.* but *habendum* to their uses; but it would be otherwise if the uses were limited to a stranger in this manner. Adjudged *H. 6 Car. B. R.*

If lands be conveyed by *J. S.* to *J. D.* to the use of *J. S.* or to the use of his wife for life, or to the use of any other for life, the remainder to another in tail or for life, the remainder to a third, his executors, *&c.* for six months, and after the six months ended, to the use of a fourth

and his heirs; these are good limitations, and the estates will rise accordingly. *Dyer* 314.

If an use be limited to the conusee of a *fine*, or a recoveror in a *recovery* until he makes a lease for forty years, and after to the use of the recoverees or conusors and their heirs; this is a good limitation, and the use will rise accordingly. *Dyer* 290.

Contingent uses, or uses *in posse*, may be created as well as uses *in esse*; and therefore if lands be conveyed to the use of a man and the wife he shall afterwards marry, or to the use of his first, second or third wife, or to the use of *J. S.* for life, and after to the use of the right heirs of *J. D.* and *J. D.* is then living; or to the use of *J. S.* for life, and after to the use of him that shall be his first heir male, and the heirs of the body of such heir male, &c. all these and such like are good uses; but they are uses at the common law still, and are not executed by the statute until they come *in esse*. *Co.* 135. in *Chutleigh's* case.

Eighthly, In respect of the Nature and Quality of the Use.

The last thing whereunto respect is to be had, is the nature and quality of the use.

And herein observe, that a man may at this day by act executed in his life-time, or by his last will and testament at his death, give his lands, tenements or hereditaments to any person or persons *not corporate*, and their heirs, for any *religious, charitable or civil use*, as well as for any private use.

And therefore a man may so dispose of his lands for the finding of a *preacher*, erecting or maintenance of a *school*, relief and comfort of maimed *soldiers*, sustenance of *poor* people, reparations of *churches*, *highways*, *bridges*, discharging of the *poor* inhabitants of a village of the common charges, to make a stock for *poor labourers* in husbandry, and *poor apprentices*; and for the *marriage of poor virgins*, or other such like uses; and these uses are not prohibited by any statute.

And it is good policy upon every such *seoffment* or estate to reserve to the seoffor and his heirs some small rent, or to set down some small consideration.

But these uses are not such uses as are executed by the statute of uses, neither are they to be resembled to the uses aforesaid; for in these cases if there be any misemployment of the lands, or breach of the trust by the parties truted, redress is to be had by the lord chancellor by a special course of proceeding: For which see the statutes of 39 *Eliz.* c. 3. *Co.* 26. 8 *Co.* 131. 4 *Co.* 113.

Dr. Downham having given several lands to charitable uses, for the maintenance of a master and usher of a *free school*, &c. and they being incorporated, in consideration of a small fine, and surrender of a former lease, granted a long term of years in the lands to *W. R.* at a great under-value: This was found by inquisition, upon a *commission of charitable uses*; whereupon the lease was set aside, and the lessee decreed to deliver up

Charitable
uses.

Limitations of Uses.

up the possession, and pay the arrears of rent according to the to the full value. *Vern.* 415.

No agreement of parishioners, where there are *parochial charities* given to certain uses, can alter or direct them to other uses; for if they might change and apply the charities as they thought fit, it would be a great step towards destroying all charities.

A corporation for a charity are but trustees, and may improve the same, but cannot do any thing to the prejudice thereof, or in breach of the rules of the founder. *Vern.* 42, 44. 2 *Vern.* 412.

Money given to a *parish generally*, without saying to what use, was decreed to the poor of the parish, on the minister, churchwardens and overseers of the poor exhibiting a bill in chancery, and suggesting that the testator intended it for the benefit of the poor. It was objected against this decree, that the devise was void, there being no use limited touching the legacy, whether it was for the poor, or for the repair of the church or highways, *Use. Chan. Ca.* 135. *Vide Abr. Ca. Eq.* 97, 68.

The statute 9 *Geo. 2. c. 36.* restrains and makes void the disposition of lands, or sums of money, *&c.* to be laid out in lands to *charitable uses*, unless it be by deed indented and executed before two witnesses twelve months before the death of the donor, and inrolled.

But this act is not extended to the two universities, or the colleges of *Eton, Winchester, or Westminster.*

The devise of a *charity* not good at law, by reason of the misnaming of the devisee, *&c.* has been held a good limitation in equity, within the statute of charitable uses; which statute supplies all defect of assurance, where the donor is of capacity to dispose: and legacies given to charitable uses are more favourably construed than all others. *Finch's Rep.* 221. 2 *Vern.* 130. 2 *Vern.* 755. *Abr. Ca. Eq. Tit. Charity.*

Pious uses.

Pious uses are wholly subject to the *chancery*.

And no *appeal* lies to the house of lords from a *sentence* by the *delegates* or a *decree* of the lord chancellor, upon the statute of charitable uses.

Also the *decree* on hearing exceptions being once confirmed by the chancellor, there can be no rehearing, for that is final by the act of parliament. 2 *Vern.* 118. 2 *Chan. Ca.* 32.

Superstitious uses.

If any man has heretofore given, or hereafter shall give, any lands, tenements or hereditaments, by act executed in his life, or by his will at his death, to any person singular or corporate, in fee-simple, fee-tail, for life or years, to the intent or upon condition to maintain any *superstitious uses*, as to find a chaplain, and have the service of a priest to say *mass*, or to have a priest or other man to pray for the soul of a dead man in such a church or other place; or to have or maintain *perpetual obits, lamps or torches, &c.* to be used at certain times to help save the souls of men out of the supposed *purgatory*; all these and like uses are void; and the lands that are so given to such *superstitious uses*, are to be forfeited, and given to the king, and he shall have them; and yet if so that there be any *charitable use* intermixed with *superstitious use*, and they may be distinguished, the king shall have only so much as is given to the *superstitious use*, and not that which is

ven to the charitable use also : for which see *Adams and Lambert's case* at large. 4 Co. 104. & stat. 15 R. 3. c. 5. 37 H. 8. c. 4. 1 Ed. 6. c. 14.

A devise to *superstitious uses*, is where it is to find a priest to pray for the souls of the dead, &c. and the lands or goods so devised are forfeited to the king by the statute 1 Ed. 6.

But if land is given to find an *obit*, and for another good use ; if there is no certainty how much shall be employed to the *superstitious use*, the gift to the good use shall preserve the whole from forfeiture. 2 Roll. 235. See 2 Vern. Rep. 266. Abr. Ca. Eq. Tit. Charity.

A *lease* is not within the statute of 43 Eliz. of *charitable uses*, but that statute took pattern from 1 Ed. 6. c. 14. against *superstitious uses*, and here the charity is mistaken.

But where a gift is of 10 l. per ann. to maintain a *superstitious use*, so long as the law would allow it ; when the law did abrogate that superstition, it was turned to a good use, and decreed to be, to maintain a catechist there, to be approved of by the bishop. 2 Chan. Ca. 18. Abr. Ca. Eq. Tit. Charity.

(L) Of Deeds declaring (or leading) the Uses of Feoffments Fines or Recoveries.

AS to a declaration of uses, i. e. the manifestation or agreement of the parties to what uses and intents the assurance made shall be, observe these things :

First, On what Assurance Uses may be declared.

Uses may be declared or averred on a *fine*, *feoffment*, or *recovery* of land ; but on a *bargain and sale* of land no use may be declared or averred, but what the law doth make.

And upon a *covenant of uses*, no other use may be declared or averred but what is contained within the ded. Co. 175, 176. Dyer 169.

Secondly, Of declaring the Use according to the Estate the Party has in the Land.

Every one may declare and dispose the use of land according to the estate he has in the land ; for the declaration and disposition of the use follows the ownership of the land, *sicut umbra sequitur corpus*.

And

Limitations of Uses.

And at this day the use draws the land to it, as the body or principal the shadow or accessory.

And therefore the owner of the land, or he from whom the land moves, ought to limit and declare the use of the land; as if the husband and wife levy a fine of the land whereof he is seised in the right of his wife, the husband alone may declare the use of this fine, and this declaration shall bind the wife, although her assent to the limitation of the uses do not appear, if her dissent doth not appear; but in this case it is most proper to have a declaration of the uses by the husband and wife both; for she alone, because she is *sub potestate viri*, cannot alone declare or limit any use; neither can the husband alone limit any use against her good will, because he hath not the estate of the land.

And therefore if *A.* and *B.* his wife be seised of land in the right of his wife, and the without the consent of her husband covenants by indenture with *C.* and *D.* 14 Martii 14 Eliz. that a fine shall be levied of this land, and that it shall be to the use of herself for life without impeachment of waste, and after to the conusees for their lives, to the intent that they shall suffer *J. S.* to take the profits for his life, with divers remainders over; and afterwards, and before the fine levied, the husband alone by another indenture, 13 February 22 Eliz. (wherein the wife is named a party) without the consent of his wife, does agree that a fine shall be levied to the use of him and his wife, and after to the uses limited by the wife's indenture, and after the fine is levied accordingly; in this case, although the variance be in one particular only, and the limitations in all the rest of the uses and estates do agree, yet all the same limitations by both indentures are void, and the use upon the conveyance is left to construction of law, and therefore shall be to the wife and her heirs for ever.

And yet if the husband and wife agree in limitation of the uses for part of the land, and differ in the rest, the limitations for so much as they agree in are good, and void for the residue.

And in these cases where the declaration is good, the wife and her heirs shall be bound by it.

So if two *jointenants* are, and they and two others, having several estates, join in a fine and one of them declares the use in one manner and the other declares the use in another manner; this declaration is good for either of their parts, for the declaration shall be governed according to their estates.

And if an *infant*, or a man, *de non sane memorie*, declares the use of a fine levied by him; this declaration is good, and shall bind him so long as the fine shall continue in force. 2 Co. 57. Dyer 290. Hughes Abr. 802.

Husband and wife levied a fine of the lands of the wife, and he alone declared the uses of the fine; this shall bind the wife if her dissent does not appear; because it shall be intended that she did consent, if the contrary doth not appear; but if the husband declares one use and the wife another, they are both void, because the husband, though he is *sui juris*, hath no estate in the land, and the wife, though she hath the estate, yet she is not *sui juris*, but under the power of her husband, and in such case the use shall follow the ownership of the land. 2 Co. 57.

Thirdly, *By what Deed Uses may be declared.*

A declaration of uses may be made either by *deed indented* (which is the most usual and safe way) or by *deed-poll*; as where the parties by such writing agree that an assurance passed, or to be passed, shall be to such and such uses; as that a *fine* shall be levied by such a time, and that it shall be to the use of one for life, another in tail, another in fee.

Or it may be made by a *verbal agreement* without any writing at all, (see the *stat. 4 & 4. Ann. post.*) as where an agreement is so had and made between two or more, that a *fine* or *recovery* shall be had, and shall be to such and such uses, and the same is had accordingly; in this case this is a sufficient declaration, being proved; but it is not safe in these cases to depend upon slippery memory. *2 Co. 73.*

And the use of a fine may be declared by word without any deed: and if there be such a declaration by parol made to lead the use of a fine, and it be defective to declare the intent of the parties, it may afterwards be supplied and made good by subsequent parols. *Style's Reg. 148.*

The uses of a fine may be levied within the fine itself without any indenture. *Hutt. 212.*

An use may be averred without a deed upon a *fine sur render*; for the deed is but to shew the intent of the parties, which may appear as well without as by deed. *Popb. 105.*

A general covenant shall direct the special uses of a fine, and the special operation thereof, according to the intent of the parties. *Bulst.*

The render of a fine may not be alledged to any other use than what is expressed upon the fine without a writ to shew for it. *Popb. 104, 105. 3 Bulst. 318, 319.*

A bargain and sale, fine and recovery made at several times to one purpose, shall be esteemed but as one conveyance. *Bendl. 101.*

Fourthly, *When a Declaration of Uses may be made.*

A declaration of uses may be made before, at or after the time of giving assurance; for an indenture subsequent may direct and declare the uses of a fine precedent.

And therefore one may covenant or agree that *J. S.* shall recover of him, or that he will levy a *fine*, or make *seoffment* to *J. S.* of land, and that they shall be to the use of, &c.

And

And if one makes a feoffment, he may declare the uses of it at the same time, and that within the same or in another deed, at his pleasure.

And if the assurance be past, and no declaration of uses had before or at the time of passing it, a declaration may be subsequent, viz. that the same assurance was and shall be, and the recoverors, &c. shall *stand and be seised* to such and such uses; for an indenture subsequent may direct and declare the uses of a *fine or recovery precedent*; but observe the differences, that when *precedent indentures* are made to direct the uses of a *subsequent assurance*, and after the assurance is made accordingly, there is no averment shall be taken by word, that the same assurance was to other uses than are declared by the indenture.

But against an *indenture subsequent*, declaring the uses of an *assurance precedent*, an averment may be taken, that there were other uses expressed and limited before or at the time of the assurance than those which are contained in the indenture.

If a precedent indenture be made to direct the uses of a subsequent assurance, when the assurance comes the land is bound, and the donor or recoveree cannot by any act of his, after the recovery had, charge or avoid it; but if the declaration be subsequent, if in the interim, between the assurance had and the declaration of the uses, the donor or recoveree sells, gives or charges the land to others, this subsequent declaration will not subvert the mean estates, charges or interests, unless it can be otherwise proved, that by a certain and compleat agreement between the parties, the assurance was had and made to these uses. 2 Co. 70. 6 Co. 27, 63. 7 Co. 40. 9 Co. 8. Dyer 136, 290.

By the statute of 4 & 5 Ann. c. § 15. Declaration of uses or trusts by deed made after fines and recoveries, shall be good in law, notwithstanding the 29th of Car. 2. c. 3. which requires writing to pass estates at the very time of conveyance.

Fifthly, Of a precedent Agreement for the Limitation of Uses.

When an agreement for the limitation of uses is *precedent*, whether be by writing or word, it is but *directory*, and does not bind the parties until the same assurance be afterwards had, and therefore by a new agreement or declaration made in the same manner as the former, viz. in writing, if the former be so, and between the same parties either before or at the time of the same assurance passed, new uses may be made and former uses changed; but when the same assurance is pursued accordingly, and no intervenient alteration is made, it shall be expounded to be to the same uses, and shall bind the parties, and no naked averment shall be received of any latter or other agreement contrary to the indentures.

Where an indenture *precedent* is to limit the uses of a *subsequent recovery*, and it is not pursued in some circumstance of time, place,

unity or the like; yet if no other new mean agreement may be proved, the assurance shall be in judgment of law to the uses contained in the same indenture; but if a variance be in these particulars, and the term of the indenture be not pursued, there an averment without writing may be taken, that the fine or other assurance was to other uses than those contained in the indenture; and if none such can be made, then it is left to the construction of law.

And therefore if *A.* be seised of divers manors in fee, and by his indenture dated 10 *Martii* 21. *Eliz.* covenants with *B.* and *C.* that he before the end of *Trinity* term next will by fine or other conveyance assign one of these manors to them, and that the same assurance shall be to the use of *A.* and *E.* his wife, and of the heirs of *A.* and the 28th day the deed is inrolled; and the 29th day of the same month he by another indenture covenants with the same *C.* and *D.* to convey all the same manors to the same *C.* and *D.* before the *Annunciation* next, and that the same assurance shall be to the use of *A.* and the heirs-male of his body; and for default of such issue, to the use of divers others in remainder; and by this indenture covenants, that if he shall not sufficiently convey this land by the day, that he will stand seised to the same uses, &c. and no fine is levied by the end of *Trinity* term, but 17 September following a note of a fine is acknowledged to *B.* and *C.* and the heirs of *B.* of the land within the first indenture; and the 18th of the same month another note of a fine is acknowledged to *C.* and *D.* of the same and other land in the last indenture, and both these fines are entered in *oEtabis Mich.* following; in this case these fines cannot be rectified and declared by both indentures, and therefore it seems these declarations are void. 2 Co. 69, 70. 6 Co. 27, 63. 7 Co. 40. Co. 8. *Dyer* 136. 290.

Where a man makes a feoffment to such uses as he shall appoint in his will, there the use and estate vests in the feoffee, and the last will is rectory. Co. Lit. 111. b.

Sixthly, Of the Certainty of the Declaration of Uses.

A declaration of the uses must be *certain*, and especially in three things:

- (1) In the person to whom; (2) In the lands, &c. of which, and in the estates by which the uses are declared; and if there want certainty in either of these, the declaration is not good; and it must be compleat of itself without any reference to indentures, or other writings to be made afterwards; for then it is but an imperfect communication, and no compleat declaration.

Where

Where the uses of a fine are agreed, there it must go to the use agreed upon; but where no uses are agreed upon, but only that a fine shall be levied, and not said to what use, or a fine is levied; there the law appoints the use according to conscience. *a. Co.* 37, 38. *Dyer*, 18. *Co. Lit.* 271. *Moor*, 472, 473. 842, 843.

More acres of land do not pass by a fine than the fine names, though the indenture to lead the use of it speaks of more acres; for the fine is the foundation of the estate, and the estate riseth out of *Jenk. Cent.* 6. case 45.

If the donee of a fine levied of land pays money to the donor, the fine at the time of the fine levied, and there be no use declared, it is set forth to what use it shall be: in this case the law will construe the fine to be levied of these lands to the use of the donee to whom the fine is levied.

But if there be no money paid by the donee, nor any use declared, it shall be to the use of the donor who levied the fine; for nothing appears whereby it can be supposed that the parties had any intent the estate in the lands should be altered by the fine, but that the fine was levied in corroboration of the title of the donor. *Bendl.* 135. *Styl's Pract. Reg.* 147.

One seised in fee as heir of the mother's side levies a fine, and declares the use thereof to himself in fee; this is the old use, and there is no diversity between an express declaration of an use, and an implied one. *a. Will.* 139.

If a recovery declared by a precedent deed must be confessed and avoided, uses declared by a subsequent deed may be traversed. *Raym.* 155, 289.

Uses of a recovery declared by a subsequent deed ought to be traversed. *Ld. Raym.* 155.

Uses will not arise by parol. *Ld. Raym.* 160.

Where uses will arise without deed. *Ld. Raym.* 290.

The uses of a deed precedent to a fine cannot be controverted by parol evidence, unless there be a variance in the description of the deed. *Ld. Raym.* 155, 289.

Notwithstanding a variance between the deed and the fine, yet the fine is by construction of law to the uses of the deed, if nothing appears to the contrary. *Ld. Raym.* 289.

Infancy or coverture cannot be alledged against a deed which declares the uses of a fine. *Ld. Raym.* 289.

A deed of husband and wife, that all agreements relating to lands shall cease, will not revoke a former deed leading the uses to a future fine, unless there be a variance. *Ld. Raym.* 289.

Where a fine varies from the description of a former deed a deed will lead the uses. *Ld. Raym.* 290.

What deed will lead the uses of a fine. *Ld. Raym.* 291.

A feoffment or release may be pleaded without shewing that it was to the use of the feoffee, &c. *a. Ld. Raym.* 801.

S. conveys to the use of himself for 99 years, if he so long live, remainder to A. for 25 years, remainder to the heirs of the body of S. for his life, and the remainder to the heirs of his body is void. *Raym.* 854.

Power of *cestuy que use* before the statute. 2. *Ld. Raym.* 876.

Devise to *A.* and *B.* of intent that they permit *C.* to receive the profits during his life, and after his decease shall stand seised to the use of the heirs of the body of *C.* with power to *A.* and *B.* to make a jointure to the wife of *C.* gives an estate tail, executed to *C.* 2. *Ld. Raym.* 873.

An use arising out of the estate of a release to commence from the death of the tenant in tail is not void. 2. *Ld. Raym.* 782.

Infant covenants to levy a fine, he may declare other uses when of age. *Str.* 94.

A fine levied to the tenant of the *præcipe* in a recovery shall be intended to the use of the conferee. *Str.* 17.

(M) Of Averment of Uses, or the Proof of Uses by Witnesses.

As to averment of Uses, i. e. the proof of uses by witnesses, observe these things: where any use is expressed upon charter of feoffment, no other use *contra* or *præter* the use which is expressed shall be admitted.

Not in cases of fines and recoveries wherein no uses are expressed, but uses than what law-construction will make may be shewed and need to be agreed upon, and the same assurances shall be to such uses as proof shall be made to appear to be the intent of the parties; as, if a man and his wife sell her land for money, and after levy a fine to the vendee and his heirs; in this case it may be averred it was for money, and this shall carry the use to the vendee without any declaration of use, which otherwise would result to the woman and her heirs; yet if a fine be with a grant and render, no averment to prove it to other uses than what are contained in the fine shall be received. *And Stud.* 95. 2. *Co.* 57. 5. *Co.* 20, 25. 9. *Co.* 8.

And where the uses of a conveyance be declared by indenture before the time of the same conveyance, no averment shall be received of other uses than what are contained in the indenture.

But if the indenture of declaration be subsequent, there an averment may be received, that there were other uses agreed upon at or before the time of the conveyance made. 9. *Co.* 8.

And where an agreement is made to levy a fine, or suffer a recovery at or at a certain time, and that it shall be of such and such lands, to such and such persons; and after it falleth out the fine or recovery is not had by that time, or not of the same land, or not between the same persons; in these cases an averment may be had of other uses, and of other agreement. 5. *Co.* 26.

An averment of uses by proof of witnesses shall be admitted against the use expressed in a fine, there are other uses than what the law will carry upon the fine may be averred and proved to be agreed upon, and shall be to the uses. 5. *Co.* 26, 9, 8, 2, 57.

T. P.

T. P. levied a fine, and afterwards suffered a common recovery wherein the conusee of the fine was tenant to the *precipe*, but no uses of the fine were declared; it was therefore insisted, that the uses of the fine resulted to the conusor, and though the intent might be to make him tenant to the *precipe*, yet since the *stat. 29. Car. 2. c. 3.* there shall be no averment of an use or trust; but adjudged that at the common law the use of a fine was always intended to be in the conusee, and that this issue doth not extend to uses by operation of law, but to such uses as are to a third person, (*i. e.*) that neither the conusor or conusee of a fine shall aver the uses to be to a third person; so that in the principal case the cognisor was immediately in by the fine, and the cognisee was a good tenant to the *precipe*. 2. Salk. 676.

(N) *To what Use an Assurance of Land shall be by Construction of Law and how the Limitation of the Uses of Land by a Deed shall be construed.*

WHERE the uses of an assurance are certainly agreed upon and declared between the parties thereto, there regularly it shall be to such uses as are declared and agreed upon, and to no others.

But if a conveyance be made of land by *fine*, *feoffment* or *recovery* and no uses thereof declared and agreed upon, the law will limit and appoint the use according to equity and conscience.

And therefore if a man levies a fine, and makes a feoffment, or suffers a recovery of land without any consideration, the law will adjudge the use to be in the *feoffor*, *conusor* or *recoverer*, who parts with the land.

And so if a man makes a feoffment to the intent to perform his will, or to the use of his last will, or to such persons as he shall be by his last will; in all these cases the use shall be in the feoffor and his heirs whilst he lives, to dispose of at his pleasure. *DoB. & Stud. Perk. § 533. Co. 24. Co. Lit. 271. Dyer, 18. Crom. Jur. 6.*

And so if one makes a feoffment of land to J. S. and his heirs, the use of W. S. for twenty years, and limits the use no further; in this case the residue of the use after the twenty years shall be to the feoffor and his heirs.

But if in these cases there be any consideration of money, or the like, though never so little given, or any rent reserved upon the feoffment, the law will adjudge the use in the *feoffee*, *conusee* or *recoverer*. 37. *Eliz. C. B. Baker's case.*

And yet in that case also if other uses be expressed upon the deed it shall go to the uses expressed; as if A. for 20l. paid by B. himself and his heirs, to the use of C. and his heirs. *DoB. & Stud. 9.*

If the husband and wife levy a fine of the wife's land without consideration and without any declaration of use, the law will adjudge the use to be to the use of the wife and her heirs; but if they sell her land

money, and after levy a fine thereof to the vendee; this shall be to the use of the vendee and his heirs.

And if a man be seised of land of the part of his mother, and without any consideration makes a feoffment in fee of it; this shall be said to be to his use in the same nature he had it before.

So if two jointenants be of land, the one in fee-simple and the other for life, and they without any consideration levy a fine of it, and make no declaration of use; the use shall be to them of the same estate they had before in the land.

So if *A.* tenant for life of land, and *B.* in reversion or remainder by a fine of this land generally; this shall be to the use of *A.* for life, and to the use of *B.* in fee afterwards, as it was before.

So if *A.* be seised in fee of an acre of ground, and he and *B.* join together and levy a fine of it to another without any consideration; this shall be to the use of *A.* and his heirs only. 2. Co. 57, 58.

If one makes a gift in tail, or lease for life or years, although it be without any consideration of *fine* or *rent*, yet the law will adjudge the estate in the donee or lessee, and not in the donor or lessor. *Perk.* § 3.

If one at this day by deed indented bargain and sell his land to another for money, and limits no estate, but the deed is *habendum* to him only, and not *habendum* to him and his heirs, or to him and the heirs of his body, or to him for life; howsoever in this case, before the statute of *uses* was made, it was otherwise; yet now the common received opinion is that by this there passes only an estate for life, and not a fee-simple. *2. Co.* 539. *Co.* 87. *Crompt.* *Jur.* 47. 27 *H.* 8. 6.

If a feoffment be made to *J. S.* and his heirs to the use of *J. D.* without any more words; by this limitation *J. D.* has only an estate for life.

So if a feoffment be made to *J. S.* and his heirs to the use of *J. D.* ever without saying *and his heirs*, hereby *J. D.* has only an estate for life.

And so of other uses the construction shall be according to the rules of law. *Co. Lit.* 42. *Dyer*, 169.

If an estate be limited to *J. S.* and his heirs until *A.* shall come from beyond sea, and attain his full age, or die; in this case if he comes from beyond sea, attains his full age, or dies, the use shall cease. *Pas. Eliz.* *B. R. Ld. Mordaunt's* case.

If one covenants to stand seised to the use of *A.* his eldest son, and his heirs-male of his body, and after to the use of *B.* his second son in tail, in the same manner, or according to the limitation to *A.* by this *B.* has an estate-tail to him and the heirs-male of his body. *Hil. 17. Jac.* *R. Ridgeway's* case.

If a feoffment in fee be made to the use of a man and his wife for their lives, and after to the use of their next issue male to be begotten, in tail, and after to the issue of the husband and wife, and of the heirs of their two bodies begotten, (they having no issue male then) by this the husband and wife are tenants in special tail executed; and after they have issue male they are tenants for life, the remainder to the son in tail, the remainder to them in special tail. *Co. Lit.* 28.

If one makes a feoffment to the use of himself for life, and after his estate to the use of *Alice*, whom he intends to marry, until the issue he

he shall beget of her shall be of the age of one and twenty years, and after the issue comes to that age, then to the use of the wife during her widowhood, and the husband dies without issue; by this the wife shall have an estate at least during her widowhood. *Dyer* 300.

If I covenant with *B.* that in consideration he will marry my daughter, that from the time of the marriage I will stand seised to the use of myself for life, and after to the use of *C.* a stranger and the heirs male of his body, and after to the use of *B.* and my daughter and the heirs of their two bodies; in this case although the use limited to *C.* the stranger be void, yet *B.* and my daughter shall not have the land till the death of *C.* without issue, that my heirs shall have it till that time. *Co.* 175.

If I covenant with *B.* to stand seised to the use of myself for life and after my death to the use of *C.* a stranger for the term of twenty years, and after the end of the term to the use of my son in tail; in this case the use limited to *C.* is void, and my son after my death shall have the land.

But if the words of the covenant be, *and after the end of twenty years* instead of *and after the end of the term*, my son shall have the land until the twenty years be expired. *Co.* 155.

Lands and tenements conveyed upon confidences, uses and trusts are to be ruled and decided (if a question arises upon the confidences, uses or trusts,) by the judges of the law. *Co. Lit.* 271. b. *Carb.* 197. *T. Raym.* 317.

The intention of the parties shall be observed in the creation of uses but when they are created, they shall be governed by the rules of law. *Lutw.* 824.

Before the *stat.* 27. *H.* 8. c. 10. Uses were to be executed according to the rules of equity, but now they are reduced to the common law and are to be construed according to the rules of law. 2. *Mod.* 251.

(O) *Where and how Uses of Land may be extinguished and destroyed, suspended, or not; and where the ancient Uses shall be revived by Entry of the Feoffees, or not.*

AL L such uses as are not within nor executed by the statute of *H.* 8. but remain at the common law, may be destroyed, discontinued or suspended, as uses before the statute might have been; and therefore contingent uses may be extinguished or suspended at the day.

As if a man seised of land in fee have three sons *A.* *B.* and *C.* and he makes a feoffment of his land to divers feoffees, to the use of them and their heirs during the life of *A.* and after to the use of the first son that *A.* shall beget, and the heirs-male of the body of such first son; or if a feoffment be made to the use of a man, and the wife that he shall marry, or the like; if in these cases the feoffees make a feoffment over before the contingent uses happen to be *in esse*, as before *A.* has

son, or the man takes a wife, &c. although it be to one that has use of these uses, yet the uses are destroyed for ever, and the feoffees cannot enter and revive them contrary to their own feoffment.

And if in these cases the feoffees before the contingent remainder be disseised, hereby the uses are suspended; but then by the re-entry of the feoffees the ancient uses will be revived again.

And therefore if the feoffees release to the disseisor, and so bar themselves of their entry, the uses are extinguished, and shall not be revived; and the party grieved has no remedy but in chancery against the feoffees for breach of trust.

And if the feoffees in the first case die before *A.* have any son, the contingent remainder is gone.

As where a feoffment is made to the use of the feoffor for life, and after to the use of the right heirs of *J. S.* in fee, and the feoffor dies before *J. S.* in this case the remainder is gone, for a remainder cannot exist without a particular estate no more of a use than of an estate made in fee, and such a remainder must vest during the particular estate, at least *eo instanti* when the particular estate ends. *Co.* 120. *Chudley's* case.

If a feoffment be made to the use of *J. S.* and the wife he shall afterwards marry, and of the heirs-male of their bodies, and *J. S.* makes a feoffment of this land to another before he takes a wife; hereby the contingent remainder is destroyed. *Co.* 136.

If *A.* enfeoffs *B.* and his heirs to the use of *C.* and *D.* his wife, and the heirs of the survivor of them, and *C.* makes a feoffment to *E.* and *C.* dies, this feoffment destroys the contingent remainder. *Hilli.* 2. *in Seac'* adjudged.

When the estate out of which the uses arise is gone, the uses are also.

As if a lease be made to *A.* for his life, to the use of *B.* for his life, and *A.* dies, hereby the estate of *B.* is gone. *Dyer* 186.

Also uses of lands may be gone by revocation; where see in the next section.

Where a Power to revoke Uses of Land shall be good, and how they shall be taken; and what Revocation by reason of such Power shall be good, and what not. See 2 Burr. Rep. 1136, &c. *Atkins's Rep.* 38. 2 *Atkins's Rep.* 88, 172, 353, 414, 565.

Uses and powers of revocation of uses of lands very frequent in voluntary conveyances (whether by feoffment or otherwise) are made of lands by way of raising of uses, and are executed by the Statute of 27 H. 8. and the inheritances of many depend thereupon.

As if a man seised of land in fee have divers sons, and he covenants and seised of that land to the use of himself for life, and after of his first son in tail, and for want of such issue, to the use of his second son in tail, &c. with a proviso that it shall be lawful for him at any time to alter. V. I i during

during his life to revoke any of the said uses, and to limit and appoint other uses, &c.

Or if *A.* by indenture between him and *B.* his heir apparent or infant, covenants with *B.* for the advancement of his blood, &c. to stand seised to the use of himself for life, and after to the use of his said heir apparent and the heirs-male of his body, and after to the use of his right heirs, *provided* that if *A.* by himself, or any other during his life, shall deliver or offer to *B.* a ring of gold, to the intent to make void all the same uses, that then the said uses shall be void, and he may limit new uses.

Or if *A.* by indenture covenants with *B.* to stand seised to the use of himself and his wife, and his daughter for their lives, and after, &c. *provided* that if the said *A.* during his life, and after the debts mentioned in the schedule annexed to the indenture shall be paid, shall disposed to determine, disannul, change, alter or enlarge, diminish, make void the uses or estates, or any of them, of the premises, or any part thereof, and by writing indented under his hand and seal, subscribed in the presence of three witnesses, shall declare his mind to that effect, so, that then the same uses shall be void; all these and such like provisos being coupled with an use, are allowed to be good, and not repugnant to the former estates.

But in case of such a feoffment or other conveyance whereby a feoffee or grantee is in by the common law, as where *A.* infeoffs *B.* and his heirs to the use of *B.* and his heirs, it is said such a proviso is merely repugnant and void.

As to these provisos or revocations observe these things:

First, These revocations are favourably interpreted, because many mens inheritances depend upon them.

And therefore he that has power may revoke part of the uses at one time, and part at another time; and the revocation of the old may be made by the making of new uses without any express revocation.

And by the same conveyance, whereby the old uses are revoked, new may be created and limited, and then the former uses cease *ipso facto* by this revocation without any entry or claim; as,

If one covenants to stand seised to the use of himself and his wife for their lives, and after to the use of *A.* his daughter for life, and after to the use of *B.* his daughter in tail, &c. *provided* that if he should be so minded, &c. he may by writing, &c. make void the same uses, and declare the uses to others, and he makes void the use to his wife at one time and no more, and after by a deed limits and appoints new uses to the whole by a new covenant to stand seised to other uses; these are good revocations, for there needs no real and express revocation of the former uses, but the creating of new uses is in law an actual revocation of the old uses, as the making of a latter is *ipso facto* a revocation of a former will.

Secondly, The proviso must for the substance of it be pursued in the revocation, and all incident circumstances thereof must be observed, as sealing, subscription of names, witnesses, and the like, otherwise the revocation will not be good.

And therefore if the proviso be, that if the covenantor shall be so minded to revoke, and shall declare his mind by writing indented under his hand and seal, delivered before three witnesses, the uses shall be void

this case a revocation by word without writing, or by a writing and not indented, or by writing indented and not under hand seal, or under hand and seal and before two witnesses only, is not good. *Co. Lit.* 237. 7. *Co. 11, 12. 10. Co. 143. Co. 110, 173, 107. Dyer, 372.*

And yet if a proviso be, that if the covenantor shall at any time during his life, by writing under his hand and seal delivered before two witnesses, revoke the same, &c. the old uses shall be void; and the covenantor by his last will and testament in writing, under his hand and seal before two witnesses, gives the land to another, and makes no express revocation of the former uses; this is a good revocation in law, *Trin. 18 Jac. C. B. Tibbet and Lea's case.*

If the proviso be, that if the covenantor be minded at any time during his life to revoke the same uses, &c. and shall pay or tender to *A. B.* 20*s.* in such a place; in this case the tender of this 20*s.* in that place at any time is not good unless he happens to meet with *A. B.* at the place, for then the tender at any time is good; but otherwise the covenantor must give notice to *A. B.* what time he will tender the 20*s.* in that place, otherwise the revocation is not good. *8. Co. 921.*

If one be to marry his daughter to the son of another man, and they mutually covenant to stand seised of their lands to the uses of their son and daughter, with proviso to revoke the uses with the consent of the mother, if they or either of them be then living, and one of them dies; in this case a revocation by the consent of the surviving mother is sufficient.

Thirdly, When the covenantor makes void such uses by virtue of such a revocation, he is seised again of the land in fee-simple, as he was at first, without any entry or claim. *Trin. 18 Jac. B. R. Savill and Whiting's case.*

Fourthly, This power of revocation, whether it be *present*, as those before mentioned, and most are, or *future*, as when they are upon contingent; as if the covenantor overlives *J. S.* or the like, when it is reserved to the party himself that made the uses, and provisos are annexed, may by this fine or feoffment be utterly extinguished; as if he makes a feoffment, or levies a fine of land whereunto the uses and provisos are annexed, by this the proviso is extinct.

And yet so as if he makes a feoffment, or levies a fine of part of the land only, this shall extinguish his power but to that part only: but if the power be reserved to a stranger, a fine or feoffment of him that made it will not extinguish it. This power also when it is present may be extinguished by a release made by him that has the power to any one that hath an estate of freehold in the land in possession, reversion or remainder, or it may be avoided by defeasance whether it be present or future. *Co. 111, 112, 113. Co. Lit. 237.*

Where the dower is only to revoke, no new uses can be declared. *Idem. 584.*

(Q) *Other Trusts and Confidences of Lands and Chattels real and personal; the Nature of such Trusts, the Duty of them that are trusted, and the Remedy to be had against them for Breach of their Trusts.*

IF one conveys his land to certain friends in trust, to the intent that they shall convey it to such persons as he shall set down in his will and testament, or if a man delivers money to a friend in trust to purchase land for him and his heirs, and to the end it may be conveyed to them afterwards :

Or if a man delivers money to his friend to buy land for him that delivers the money in his own name ; or if a man enfeoff his friend and his heirs of land, to the intent that he shall alien the land to whom *J. S.* shall appoint :

Or if land be conveyed to me in mortgage, and I pay all the money but I, to prevent the jointure of my wife, or for some such like cause name a friend joint purchaser with me, and so the conveyance is made to us both ; if in any of these cases, or in any other such like case, the friend trusted proves false, and does not perform the trust, but turns the profits of the land to his own use, or refuses to settle it according to the trust, or the like, the party grieved must have his remedy in chancery ; for these are not trusts or uses within the statute, nor such as which there is any remedy at the common law ; and in that case where the land is settled to the intent that the friends trusted shall settle where *J. S.* shall appoint, if *J. S.* does not appoint how it shall be settled, the scoffees shall have it to their own use. *Crompt. Jur. 4. 51. 58. 59. Dyer, 160. Fitz. Accompt. 122.*

And if a man gives or grants his goods and chattels, as leases for years, or the like, to friends in trust to the use of himself for life, and after to perform his will, or the like ; these are such uses and trusts as are not within the statute of uses, and for the breach of which there is no remedy at the common law, but in chancery only.

So if an obligation or statute be made to *A. B.* to the use of *C.* this is a trust of the same nature ; and if *A. B.* releases the obligation without the consent of *C. D.* or gets the money into his own hands *C. D.* shall have relief in chancery.

And in all these and such like cases, the general rules by which we were governed at the common law are still in force, and take place those by which uses and trusts are now for the most part governed. *Crompt. Jur. 45. 62. 65 Dyer 369. 11 Ed. 4. 2. 7 Ed. 4. 29. Feoffment at Use 60.*

As *First*, If there be any cause to sue for or about the lands or goods wherewith the parties are trusted : as if they deny or delay to perform the trust, they must be compelled thereunto by suit in chancery. *Edw. 4. 29.*

Secondly, The cestuy que use, or party for whom the trust is, cannot of himself dispose of the lands or goods ; for the property and interest at law is in the trustees ; and if it be an obligation or statute that is made to the use of another, cestuy que use cannot release it, but the trustee must release it.

Thirdly, If the party trusted so with lands, goods or chattels, gives, grants or sells the same lands, goods or chattels, to one who has knowledge of the same uses or trusts (as it is always presumed he has, where the trusts are expressed upon the same deed by which the lands, goods or chattels, are given or granted) or if the things so given or granted, are granted upon the same trusts, or to the same uses, or without any consideration at all; in these cases he to whom the thing about which the trust is shall have the same thing upon the same trust, and to the same use, as he that gave or granted the same had it.

But where no trust or use is expressed upon the deed, the purchaser or buyer has no notice or knowledge of the use or trust, and he gives a valuable consideration for the thing, there for the most part the sale is good; and the party grieved thereby has no remedy but against the party first trusted in chancery; and the purchaser shall have and enjoy the thing so bought to his own use for ever; but he that is the party trusted will be forced in chancery to make the party grieved an amends damages for this breach of trust: and if there be any practice or collusion between the buyer and the seller in the matter, there perhaps the suit may hold against them both, and the buyer may be forced to restore the thing itself. *Cromp. Jur. Co. 62, 63. 65. 11 Edw.*

And yet, if *A.* enters into a statute to *B.* and *C.* to the use of *B.* and *A.* having notice of this use, gets a release from *C.* in this case *B.* shall have his whole remedy against *C.* and shall have no remedy against *A.* *11 Ed. 4. 8.*

Fourthly, If the trustor or *cestuy que use* in these cases commits felony, so that the things, if he had the property of them, were forfeited; in this case it seems that neither they nor their heirs, executors, &c. nor the lord, &c. shall have them, but the trustees shall keep them for ever. *Bro Feoffment al' Use 34.*

Fifthly, If the *cestuy que use* or trustor die and appoint how the same things shall be disposed of, the trustees are bound to see it done; as if the trustor appoints it shall pay his debts, or provide legacies, the parties trusted must take care it be so employed; and in this case the trustees and legatees also may compel the trustees in chancery. *15 H. 12. Cromp. Jur. 54.*

Sixthly, In all these things regularly the thing whereof the trust is, is equity at the disposing of him that is the *cestuy que use*, unless he otherwise appoints it; and if at his death he makes no disposition therein it shall go to his heir, executor, &c. *Dyer, 49.*

Seventhly, In all these cases the trustees shall have their reasonable allowance in chancery for whatsoever they have laid out about the land, in suits or otherwise for the profit of the trustor.

Out of all which it appears how dangerous it is for a man to meddle with any lands, goods or chattels so conveyed in trust, for the *cestuy que use* or trustees have no property in the thing, and therefore they cannot give it, and the trustee has it but to another's use; and it is not therefore to deal with either of them alone, nor yet indeed safe to deal at all in these cases, unless the buyer may have the consent, sale and allowance, or the release, &c. of the trustors and trustees altogether.

And

And if there be any feme covert, or infant within the trust, it is of all dangerous. 8 H. 7. 11.

And if goods or chattels be given to, or to the use of a feme covert or infant, and certain friends are trusted therewith; if they sell or give away these goods or chattels contrary to the trust, they must be sued and answer it:

If therefore they sell them, let them see that the money made thereby be as beneficial, and be bestowed for the children; for it is not sufficient in this case that the money made thereof be paid to them. 7 Ed. 14. Fitz. Subpna 5.

(R) What Uses require no Execution by the Statutes of Uses.

THERE are uses which require no execution by the statute of uses, (27 H. 8. c. 10.) as when a man conveys land to J. S. and his heirs, to the use of J. S. and his heirs.

And when lands are conveyed to others in trust after this or the like manner, viz That the feoffees shall take the profits, and deliver them to the feoffor and his heirs; such a trust is not executed by the statute but remains as before at common law, and is determinable in equity by the court of chancery. Crompt. Jur. Co. 48.

Also leases for years of lands in use (which leases had their being before, and are granted over in use and trust) are not executed by the statute; and therefore,

If a lessee for years of lands assigns over his estate to A. and B. and their assigns, to the use of the grantor and his wife; all the estate in A. and B. and the grantor has nothing but an use, for which he has no remedy in chancery only.

And yet if a feoffment be made to the use of A. and B. and his assigns for years; this use is executed by the statute, because the lease had its being before; and because the words of the statute are, *If any person shall stand or be seised of any lands*; whereas the lessee for years of lands that had their being before, was possessed only of his term, and not of any freehold. Dyer 369. Crompt. Jur. 66.

So there still remains an use of goods and chattels personal, which is properly called a chancery-trust and confidence; for one may still have such things in trust, and to the use of another. Here still the use and possession are divided, because not united by the statute. Thus if an obligation, or statute merchant or staple be made to A. to the use of B. this is a trust of the same nature.

And if A. releases the obligation, &c. without the consent of B. who gets the money into his own hands, B. shall have relief in the court of chancery.

And when there are other trusts and confidences of lands that are not executed by the statute, or of chattels real or personal, and the trustee proves false, or delays to execute the trust, the party grieved must sue him.

remedy in equity, for there is no remedy at common law. *Crompt.* 45. 62.

Lands were devised to trustees and their heirs, in trust to pay several annuities and annuities, and to pay the surplus of the rents and profits to a married woman during her life, for her separate use, or as she should direct, and after her death the trustees to stand seised to the use of the heirs of her body, with remainders over; and the question was, whether this devise to pay the surplus of the rents and profits to the wife was such an use or trust as was executed by the 27 H. 8. And it was held by the court, that she had only a trust for life, and consequently the heirs of her body must take by purchase; and the rather in this case, because it was limited to the heirs of her body severally and successively, they should be in seniority of age and priority of birth, and the heirs of their respective bodies issuing; and a difference was taken between this case and that of *Broughton and Langley*, 2 Salk. 679. 1 Lut. 23. S. C. for there it was to permit A. to receive the rents and profits for life; but here it is a trust in the trustees to pay over the rents and profits to such and such persons, and therefore the estate must remain in them to answer these trusts, otherwise she must be the trustee, contrary to the express words of the will. *Abr. Ca. Eq.* 383, 384.

The father covenanted with B. G. that in consideration of a marriage between his son and the daughter of the said B. G. that before such a time he would levy a fine of certain lands, which should be to the use of the son and daughter in tail, &c. the fine was acknowledged accordingly; the father died. Adjudged that the deed did not mention any marriage had between the son and daughter, yet the estate tail was executed in them before the marriage had, because the fine without any consideration carries the uses, and they are perfected by the fine, though the consideration is executed afterwards; but without a fine, such a consideration would not have raised an use, for in such case the marriage must be had, and the consideration executed before any use could arise. *Leon.* 138.

In covenant, &c. the plaintiff declared that the defendant had bargained and sold to him (the plaintiff) four messuages, by the name of his lands in H. and did covenant to levy a fine of them for farther assurance, (but in fact the covenant was to levy a fine of all his lands in H.) and sets forth, that he tendered a fine to the defendant, to be levied by him, of all those four houses comprehended in the deed; the defendant pleads, that at the time of the covenant he was seised of two messuages, &c. and that the other two descended to him afterwards upon the death of his ancestor, and traversed that he was seised of the lands in H. &c. forma; and upon a demurrer the defendant had judgment; that the plaintiff had declared that the defendant was seised, and sold him four messuages, and that he tendered him a fine of so many; and the defendant pleaded, that he was seised of two, and no more, and would have the fine extend beyond the covenant; and therefore he might well refuse it when tendered. 1 Roll. Rep. 103. 117.

(S) *Remedy at Law as to Uses, and Questions as to them how decided.*

BY the common law *cestuy que use* had neither *jus in re* nor *jus ad rem*, but only a confidence and trust, for which he had no remedy; but for the breach of trust his remedy was only by *subpana* in chancery. *Co. Lit.* 372.

But now the statute of uses, 27 H. 8. c. 10. has transferred the possession to the use. *Co. Lit.* 272. b. *Plow.* 352. b. 349. b. *Co.* 121. a. b. 122, 127. 2 *Co.* 58, 78. 6 *Co.* 64. 7 *Co.* 34 *Leon.* 196. 2 *Leon.* Case 25.

Lands and tenements conveyed upon confidences, uses and trusts are to be ruled and decided (if a question arises upon the confidences, uses or trusts) by the judges of the law. *Co. Lit.* 271. b. *Carter* 197 *T. Raym.* 317.

The intention of the parties shall be observed in the creation of uses but when they are created, they shall be governed by the rules of law. *Lutw.* 824.

S E C T. II.

Of Deeds of Covenant to stand seised to Uses.

(A) *What a Covenant to stand seised to Uses is.*

A Covenant to stand seised to uses is when a man (who has a wife, children, brother, or kindred) by bare covenant in writing under his hand and seal agrees, in consideration of natural love and affection, marriage or other good consideration, that for their or any of their provision or preferment he and his heirs will stand seised of land to the uses, either in fee-simple, fee-tail, or for life.

As to the nature, kinds, &c. of Uses, see the last section, where they are fully treated of.

This covenant to stand seised to uses is become a conveyance of land since the stat. 27 H. 8. c. 10. and it needs not be by deed indented and inrolled, which is requisite to a bargain and sale of a freehold; which see the next section.

A covenant

A covenant for a *valuable consideration* to stand seised to another's use, enrolled, is in the nature of a bargain and sale. 2 *Inst.* 672.

B) *The Things necessary to raise an Use by Way of Covenant to stand seised.*

HERE are five things necessary to raise an use by way of covenant to stand seised.

1. A sufficient consideration.
2. A deed.
3. Seisin in the covenantor at the time of the deed.
4. A clear and apparent intent.
5. Apt and proper words. 1 *Vent.* 140.

(C) *Of the Consideration in Covenants to stand seised to Uses.*

IF the party to whose use one covenants to stand seised of the land is not his wife, or one that he intends to marry, his child, uncle, cousin, or one that his kinsman intends to marry, no use will arise, and so no conveyance.

The law allows in such cases the consideration of blood and marriage to raise uses, as well as money, and other valuable or profitable consideration, when the use is to a stranger.

But it does not allow any trifling consideration of service, old acquaintance, &c. *Plow.* 302. 2 *Roll. Abr.* 783.

Yet where a man conveys an estate of his land to others by feoffment, recovery, or by feoffment, fine or recovery, to the use of his last will, he may appoint an use without consideration. 2 *Co.* 58. 6 *Co.* 271. *b.* *Roll. Abr.* 781.

But in a covenant to stand seised, or in a bargain and sale, there must be a consideration expressed, or specially averred, where the consideration is general, (as for good consideration, &c.) though the matter so averred be traversable. *Co.* 176. 2 *Co.* 15. 11 *Co.* 25.

Always, where there is no transmutation of the possession, it is necessary and requisite that there be a good consideration to create an use. *202. b.* 7 *Co.* 13. *b.*

Where there is a covenant to pay certain sums of money, and a declaration that, if these sums be not paid, the feoffees shall stand seised of the premises till they have levied the said sums; when there is a failure

ture of payment they may enter; and if the heir has not entered upon them they may hold over, *pari ratione* when he continues and receives the profits. *Cart.* 77.

Even if he had assigned, or for a valuable consideration conveyed over the land, after the failure of payment, the feoffee or assignee takes the estate, subject to his use, and liable to this charge. *Ibid.*

For a future use is a charge and burden upon the land in whosoever hands it comes, and cannot be destroyed. *Cro. Eliz.* 688, 689.

If a man, in consideration of money received and marriage to be had with his son, covenant to stand seised, there no use will arise to the son and woman without marriage, although the money be paid, because the marriage is the principal consideration in the intent of the parties, and the money is but the accessory which attends the marriage; but it would have been good by estate executed by fine, feoffment or recovery. *Moor*, Case 247.

A covenant to stand seised, &c. in consideration of natural affection to the covenantor's son, and of one hundred pounds. *Per Bridgman*—The principal consideration, (*i. e.* the consideration of blood) will carry it: And in this deed there is a mixed consideration, and there needs no enrolment. *Carter* 114.—So adjudged 2 *Vent.* 266. 3 *Lee* 291. 4 *Mod.* 149.

A. seised in fee, covenanted to stand seised to the use of *B.* in consideration of payment of his debts out of his own estate; this use is void, because there was no consideration on the part of *B.* to raise the use, the money appointed to be paid being to be raised out of the profits of the estate of *A.* the covenantor. 1 *Leon.* 194, 195.

A. covenants that in consideration of discharging his funeral expenses and payment of his debts and legacies out of the profits of his lands and for the advancement of his son, that he would stand seised to the use of himself for life, and after his death to *C.* and *D.* for twenty-five years, and after the end of that term to his son in tail: This term of twenty-five years is void for want of a good consideration, because *C.* and *D.* were strangers to the consideration, *viz.* To the payment of his debts and legacies. But if they had been executors, whereby they became privy to the consideration, and chargeable with the payment of the debts and legacies, then the consideration had been good. *Co.* 154.

Note; This is in case of a term for years where there needs no enrolment.

Money will not raise an use upon a covenant to stand seised without enrolment. *Leon.* 201.

An use will rise upon a lease and release if there be five shilling consideration in the lease, and no consideration at all in the release.

A covenant, in consideration of the covenantor's natural love and affection to his wife, to stand seised to the use of himself for life, then the use of the wife for life, with power for her to limit over the estate such person as she should appoint; no use can arise to the person appointed. *Fitz Gibb.* 229. *Ca. in Chan. and K. B.* from 4 to *Geo.* 2. 107.

(D) *What amounts to a Covenant to stand seised, or not.*

A. Seised in fee of a reversion expectant upon an estate for life, by deed-poll, in consideration of natural love to his wife, and *B.* his son, begotten on her body, and *C.* his daughter, did give, grant and confirm unto *B.* his son, all those lands, &c. the reversion and reversions, &c. To hold to him to the uses following, *viz.* To the use of himself for life, and after to the said *B.* in tail, and after to *C.* his daughter in tail. *A.* died, *B.* the son devised to the lessor of the plaintiff, and died without issue. *C.* the daughter, by pretence of her remainder, entered, against whom an ejectment was brought of the devise of *B.* the devisee; there was no execution of this deed but sealing and delivery. Now the sole question was, whether this deed amounts to a covenant to stand seised, or is void? Whereupon it was first adjudged to amount to such a covenant, but the judgment was afterwards reversed, and the deed adjudged void, and the reversal affirmed in parliament. 2 Vent. 318, 319.

A rent granted, as well in consideration of natural affection as for money, amounts to a covenant, to stand seised, and may be so pleaded without inrolment. 4 Mod. 150.

W. Seised of a reversion in fee expectant upon an estate for life, in consideration of natural love and affection, did give, grant and confirm to his son all those lands, and the reversion and reversions, &c. *habendum* to the son and his heirs, to the use of himself for life, and after to the use of the grantee (who was his son) and the heirs of his body; and in want of such issue, remainder to his daughter in tail: There was no execution of this deed by attornment or inrolment, or otherwise; this does not amount to a covenant to stand seised. 2 Vent. 319.

(E) *Who may covenant to stand seised to Uses.*

A Man at common law could not during the coverture limit an estate to his wife: But now by deed he may covenant to stand seised to her use, or make other conveyance to another for the use of his wife. Lit. 112. a. 7 Co. 40. Brañ. lib. 2. c. 12.

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Limitations of Uses.

It is requisite that the covenantor be seised at the time of making the deed; for a man cannot covenant to stand seised to an use of land which he shall afterwards purchase, or is not then seised of. 3 Lev. 306, 307.

(F) *To whose Use Covenants to stand seised may be, or not.*

A Husband may now covenant to stand seised *to the use* of his wife, or may make other conveyance to another for her use. Co. lit. 112. a. 7 Co. 40. Vide Bract. lib. 2. c. 12.

Such covenant may be to the use of a stranger, but then it must be for money, or other valuable consideration, and not for love and affection, &c. Vide Co. 176. 2 Co. 15. Lev. 55, 56.

A father cannot covenant that his son shall stand seised of the lands whereof the father is seised; for a man cannot stand seised of that which he is not seised of. 3 Lev. 306, 307. Vent. 140.

See of Considerations in Covenants to stand seised to Uses.

(G) *Of what a Covenant to stand seised may not be.*

A Covenant to stand seised of an office is void. 3 Mod. 145.

(H) *What Words amount to a Covenant to stand seised.*

A Settlement was made as follows, viz. *That if I have no issue, and in case I die without issue of my body lawfully begotten, then I give, grant and confirm my land, &c. to my kinswoman J. S. to have and to hold the same to the use of myself for life, and after my decease to the use of the said S. and the heirs of her body to be begotten, with remainders over &c.* The question was, Whether this amounted to a covenant to stand seised.

seised, so as to raise an use to S. without transmutation of the possession? It is a covenant to stand seised, tho' the formal words are wanting to make it so; and so it was adjudged. 3 Mod. 237. Comb. 128. 3 Salk. 384.

A man seised in fee by indenture inrolled within six months, for the consideration of natural love to his daughter, and for the augmentation of her portion and preferment in marriage, and other valuable considerations, did give, grant, bargain, sell, alien, infeof, and confirm to his said daughter and her heirs. The question thereupon was, Whether this be a good deed? *Per Finch* Attorney General—The word *covenant* is not absolutely necessary, so that there be other words sufficient in law to declare the parties' intent, for all words will not serve. Adjudged a good deed. All held that words proper for a conveyance at common law will raise an use, as *demise* and *grant* in consideration of money has amounted to a bargain and sale. And *per cur'*—If an use should not arise by such conveyance it would overthrow all conveyances by lease and release. *Vent.* 140, 141, 142.

PRECEDENTS

PRECEDENTS OF

Limitations of Uses and Trusts.

A Limitation to several Sons for their Lives.

AND it is covenanted, granted, concluded, condescended and fully agreed, by and between all the said parties to these presents for themselves and their heirs respectively, that the said fine or fines, recovery or recoveries, conveyances and assurances to be had, made and executed according to the purport and true meaning of these presents of and in the said manors, lands, tenements, hereditaments and premises, and every of them, and the execution thereof, shall be, and ever shall be adjudged, deemed and taken to be; And also that the said *J. F.* and *F. J.* and their heirs, and the survivor of them and his heirs shall stand and be seised of and in all and singular the manors, &c. of the premises, and of and in every part and parcel thereof, with the appurtenances, to and for the several and only uses, behoofs, intents and purposes, and upon and under the limitations, provisos, conditions and agreements hereafter mentioned, (that is to say) of, in and to all the said capital messuage, &c. with the appurtenances, being parcel of the premises, commonly called or known by the name of, &c. situate, now or late in the tenure or occupation of, &c. and of, in and to all and singular the houses, edifices, buildings, lands, meadows, pastures, feedings and hereditaments whatsoever, with the appurtenances to the said capital messuage or tenement belonging or appertaining, or thereunto now or heretofore used, occupied or enjoyed, or accepted, reputed, taken as part, parcel or member thereof, and the reversion and reversions, remainder and remainders thereof, To the Use of the said *A. C.* son and heir of the said *R. C.* and *B. C.* wife of the said *A. C.* for and during the term of their natural lives, and of the life of the longer living of them, without impeachment of waste, during the natural life of the said *A. C.* And from and after, &c. to *D. C.* second son of the said *R. C.*

A Limitation to the Use of the Husband for Life, and after to the Wife for a Jointure.

— *To the Use* of the said *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste. — *Or thus*, without impeachment of waste, only in and for the woods, underwoods and timber trees, standing, growing or being, or which at any time hereafter shall stand, grow or be in or upon the premises before mentioned or any part or parcel thereof: And from and after the decease of the said *R. C.* then to the use and behoof of the said *B.* his wife, for and during the term of her natural life, in name of her jointure, and in full recompence and satisfaction of her dower, which she the said *B.* should or ought to have in or out of the lands, tenements or hereditaments of the said *R. C.* in case she shall happen to survive the said *R. C.* — *Or thus*, in full recompence of her dower and title of dower to or out of all the manor, &c. whereof the said *R. C.* now hath, or hereafter shall have, during the coverture between him and the said *B.* any estate of inheritance.

Limitations in Tail to the Brothers of the Feoffor.

— *To the Use and Behoof* of the said *R. C.* and of the heirs male of his body lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of *A. C.* brother of the said *R.* and of the heirs male of his body lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of *B. G.* one other of the brothers of the said *R. C.* and of the heirs male of his body lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of *C. G.* one other of the brothers of the said *R. C.* and of the heirs male of the body of the said *C. C.* lawfully begotten or to be begotten: And for default of such issue, then to the use and behoof of the right heirs of the said *R. C.* for ever.

A Limitation

A Limitation for a Use in Fee determinable upon a Marriage.

—— *To the Use* of the said *R. C.* and his heirs, until the said marriage intended shall be had and solemnized between him and the said *B. C.* and from and after the marriage had and solemnized between him the said *R. C.* and the said *B. C.* then to the use of the said *R.* and *B.* for and during the term of their natural lives, and the natural life of the longer liver of them, and from and after their decease to the use of the heirs of the bodies of the said *R.* and *B.* between them two lawfully begotten; and for lack of such issue to the use of the right heirs of the said *R. C.* for ever.

A Limitation of Uses, and Direction for disposing of Profits during the Heir's Minority.

—— *To the Use and Beboof* of the said *R. C.* for and during the term of his natural life without impeachment of or for any manner of waste; and from and after the decease of the said *R. C.* and during the time that the said *A. C.* son and now heir apparent of the said *R. C.* or any other being heir apparent of the said *R. C.* shall be under the age of one and twenty years, and until some heir of the said *R. C.* shall accomplish the age of one and twenty years, to the use of the said *J. F.* and *F. J.* (the cognizees or feoffees) and the survivor of them, and of the heirs of the survivor of them; *To the Intent and Purpose*, that the said *J. F.* and *F. J.* and the survivor of them, shall and may take, perceive, levy, possess and enjoy the rents, issues, profits, revenues, commodities and emoluments of all and singular the said messuages, land tenements, and other the premises, with the appurtenances, and there to employ during such minority or minorities, as aforesaid, for and towards the performance, payment and satisfaction of all the bequests and legacies to be mentioned in the last will and testament of the said *R. C.* according to the tenor, purport and true meaning of the said *A. C.* in and by his last will and testament to be declared; and to the intent and purpose, that the said *J. F.* and *F. J.* or the survivor of them, and the heirs of the survivor of them, shall and may likewise with the rents, &c. coming, growing and arising of and out of all and singular the said messuages, tenements, lands and premises, bestow and disburse from time to time, the necessary and competent charges in the law, and otherwise, for the defence and maintenance of the title and possession of all and singular the premises, and of every or any part thereof.

thereof; and for the reparation and preservation of the edifices and buildings in and upon all and every the premises, or any part thereof, meet and fit to be disbursed and expended; until some heir of the said R. C. shall have accomplished the age of one and twenty years; and for the surplusage that shall be and remain of all or any of the said rents, issues, profits, revenues and commodities, over and above the said legacies, disbursements and expences, so to be devised and made as aforesaid, that the same shall and may remain and come to the use, profit and benefit of the said A. C. or any other heir of the said R. C. that shall accomplish the full age of twenty-one years; and after the said A. C. or other heir of the said R. C. shall have accomplished the said age of one and twenty years; that then the said J. F. and F. J. and their heirs, and the heirs of the survivor of them, shall stand and be seised of and hold all and singular the said messuage, &c. to the use of the said A. C. or such other heirs of the said R. C. as shall so accomplish the said age, and of the heirs male of the body of the said R. C. or such other heir; and for want of such issue to the use and behoof of the right heirs of the said R. C. for ever.

Limitation, after an Estate for Life determined, to the Use of the Feeffor for Sixteen Years, for assuring the Payment of Portions to younger Children.

— To the Use and Beboof of the said R. C. for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the decease of the said R. C. then to the use and behoof of the said J. F. and F. J. (cognizees or feeffees) their executors, administrators and assigns, for and during the term of sixteen years, to commence immediately from and after the decease of the said R. C. Upon the Trust and confidence hereafter mentioned; and from and after the death of the said R. C. and determination of the said term of years, to the use and behoof of A. C. eldest son and heir apparent of the said R. C. and of the heirs of the body of the said A. C. lawfully begotten; and for default of such issue, to the use and behoof of the right heirs of the said R. C. for ever; And it is further by these presents covenanted, concluded and declared, by and between all the parties to these presents, and the intent and meaning of these presents, and of the parties hereunto, is, that all and every the younger sons, and all and every the daughters of the said R. C. which he shall leave at the time of his decease, and shall leave unadvanced and unredeemed by the said R. C. shall have and receive every of them five hundred pounds a-piece of lawful money of Great Britain, so that it exceed not the sum of two thousand pounds in the whole. And if the same shall exceed the said sum of two thousand pounds in the whole, then every of the said sons and daughters to have a proportionable part of the said sum of two thousand pounds which is to be paid, and share and share alike,

alike, equally to be divided between them; and that the said several sums of five hundred pounds a piece, or sum of two thousand pounds (which of them shall become payable, by the intent and true meaning of these presents) shall be all paid to the sons and daughters respectively within four years next after the decease of the said R. C. by such person or persons which for the time being shall have the next and immediate inheritance of the premises, depending and expectant upon the determination of the said term of sixteen years, limited to the said J. F. and F. J. and that until default shall be made of any of the said payments, which by the intent and true meaning of these presents, are and ought to be made as aforesaid, to all and every the said children, they the said J. F. and F. J. their executors, administrators and assigns (according to the true intent aforesaid, in them and every of them reposed) shall permit and suffer the said person and persons, which for the time being shall have the next and immediate inheritance of the premises, from and after the determination of the said term of sixteen years as aforesaid, quietly and peaceably from and after the decease of the said R. C. to have and keep the possession of all and every the before-mentioned premises, and to receive and take the rents, issues and profits thereof; and that in default of payment of the said sum or sums, or any part thereof, it is meant and intended by all and every the parties to these presents, that the said J. F. and F. J. and the survivor of them, their or his executors, administrators or assigns, shall enter and take the possession of the premises and of every part and parcel thereof, according to the limitation herein before expressed; and the rents, issues and profits thereof, shall employ and convert wholly for and towards the payment of the said several sums of five hundred pounds a-piece to the said younger sons and daughters or the sum of two thousand pounds to be equally divided between them (which of them shall become payable, according to the true intent of these presents, together with the interest for all and every such several sums, after the rate of five pounds *per cent.* for every year that the same shall be unpaid, to be accounted from the end of the four years before mentioned) for the forbearance of the said sum or sums, or such part thereof as shall be unpaid as aforesaid; And it is likewise meant, intended and agreed, that after the said sum or sums of money with interest for the forbearance thereof; shall be fully and truly paid unto the said younger sons and daughters, they the said J. F. and F. J. their executors, administrators and assigns, shall yield and deliver up the premises, and all their estates and interest therein, to such person and persons to whom the same, next and immediately after the expiration of the said term, by the true intent and meaning of these presents, shall pertain, pursuant to the trust in them and every of them hereby reposed.

Limitation of an Use to such Persons, to whom Cestuy que use for Life shall demise the Premises.

— *To the Use of the said R. C. for and during the term of his natural life, and from and after the decease of the said R. C. as to such part of the premises as shall be by the said R. C. by any deed or deeds, by him duly executed during his life, demised or leased to any person or persons whatsoever, for and during the term of one and twenty years under, or for and during the term of one, two or three lives, to the use of such farmers or tenants respectively, for and during their said several and respective terms and interests under the reservations, covenants, provisos and conditions in such demise or lease, demises or leases to be contained; and from and after the end and determination of the said several terms and interests, as the same shall severally and respectively end and determine, to the use and behoof of the heirs of the body of the said R. C. and for want of such issue, to the use and behoof of the right heirs of the said R. C. for ever; and as to such part of the premises as shall not be so demised or leased by the said R. C. at the time of his death, to the use and behoof of the heirs of the body of the said R. C. and for want of such issue, to the use and behoof of the right heirs of the said R. C. for ever.*

In Trust for Maintenance till Portions shall be paid.

— *And upon further Trust and confidence, and to the end, intent and purpose, that the said J. F. and F. J. and the survivor of them, their heirs and his executors, and assigns, shall and may, out of the rents, issues and profits of the said lands, &c. so to them limited for the raising of portions, as aforesaid, with all and every the appurtenances, levy and pay, or cause to be levied and paid, to and for the maintenance of each daughter or daughters as aforesaid; if there be but one daughter, the sum of 30 l. per ann. and if there be but two or more daughters, the sum of 20 l. per ann. a-piece, until such daughters respectively shall attain to her or their age of eighteen years, or shall be married, and her or their portions be paid as aforesaid.*

How to dispose of Portions if the Daughters die.

— *And upon this further Trust and confidence, and to the intent and purpose, that if it shall happen the said R. C. do die, having one daughter of his body, on the body of the said B. begotten, then*
K k 2
living

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living or afterwards to be born as aforesaid, and that the said only daughter shall happen to depart this life before she shall accomplish the age of eighteen years, or be married, or if there happen to be two or more daughters of the body of the said R. C. on the body of the said B. begotten, then living; then if both or all the said daughters shall happen to die or depart this life, before either or any of them accomplish their several ages of eighteen years, or be married as aforesaid, that then the several sum or sums of money intended for the portions and advancement of such daughter or daughters as aforesaid, or so much thereof as shall be raised or levied out of the rents, issues and profits of all or any the premises, (all charges and expences defrayed, wherein a full and liberal allowance shall be made and given,) shall be satisfied and paid to such person or persons as the said R. C. by any writing under his hand and seal, subscribed by two or more credible witnesses, or by his last will and testament, to be subscribed as aforesaid, shall limit and appoint, and in default of such limitation or appointment, to the executors or administrators of the said R. C.

That Trustees, as soon as an intended Wife is naturalized, shall lay out her Portion in the Purchase of Lands, and settle the same, &c.

— Upon Trust that they the said trustees, and the survivors and survivor of them, and the executors and administrators of such survivors shall, so soon as the said C. C. (the intended wife) shall be naturalized lay out the sum of — (the marriage portion) in the purchase of lands, tenements and hereditaments, and settle the same to the several uses, intents and purposes herein before declared and expressed, (i. e. in the recital of the agreement) with power for the said R. J. and C. C. (the intended husband and wife) during their respective lives, to make lease of the said lands purchased, not exceeding — years, at rack-rent, and such other powers as are usual in marriage settlements.

That till the Marriage Portion be laid out in a Purchase, the Interest, &c. to go as after the Purchase and Settlement.

And upon further Trust that until the said sum of — shall be incurred and laid out in the purchase of lands, to pay and apply the interest and produce of the said sum of — (and the dividends of the said South Sea stock) to such person and persons as would be intitled to the rents and profits of the lands, if purchased and settled as aforesaid.

That the Proceed of Stock, till a Purchase made, be applied to Uses before mentioned.

— And upon this further *Trust*, that in the mean time, until a convenient purchase can be had as aforesaid, they the said *T. H.* and *H. B.* junior, their executors, administrators and assigns, do and shall, from time to time, pay and apply the interest and proceed of the said 500*l.* bank stock, to such person and persons respectively, as would be entitled to the rents, issues and profits of the lands and tenements so agreed to be purchased; if such purchase was actually made, and the lands settled and assured in such manner as is herein before mentioned concerning the same.

That if the Husband, before the Purchase with the Wife's Portion, dies without Issue, and the Wife survives, the Money to be paid to the Wife, her Executors, Administrators or Assigns; or to him, if she dies, in the like Manner.

— And on this further *Trust*, if the said *R. J.* shall, before such purchase made, die without any issue by him on the body of the said *C. C.* begotten, living at his death, or then *in ventre matris*, and the said *C. C.* his intended wife shall him survive, that then and in such case the said sum of — shall be paid to the said *C. C.* her executors, administrators or assigns; and if the said *C. C.* shall die without any issue of her body by the said *J. R.* begotten, living at her death, and the said *R. J.* shall her survive, then the said sum of — shall be paid to the said *R. J.* his executors, administrators and assigns.

As to the intended Wife till the Marriage, and after the Marriage, subject to an Annuity of the Wife's Mother.

— To the Use and Beboof of the said *M. K.* and her heirs, until the solemnization of the said intended marriage; and from and immediately after the solemnization thereof, *Subject* to and charged with the payment of an annuity or yearly sum of — to *M. K.* widow, (mother of the said *M. K.* party thereto) during her natural life, in such manner as herein after is mentioned, in case she the said *M. K.* widow shall happen to survive the said *M. K.* (party hereto) but not otherwise, (and subject)

Uses

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Uses to the Husband during his Life.

— *To the Use and behoof of the said J. E. and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, other than voluntary waste in pulling down houses without rebuilding the same, (and from and immediately after the determination of that estate.)*

Uses to the Trustees during the Husband's Life (or Wife's Life, mutatis mutandis) upon Trust to preserve Contingent Remainders, &c. (or Contingent Uses and Estates).

— *To the use and behoof of the said J. S. and C. P. and their heirs, for and during the life of him the said J. E. (the intended husband or wife, as the case is) upon trust to preserve the contingent remainders (or contingent uses and estates) herein after limited, from being defeated (barred) or destroyed, and for that purpose to make entries and bring actions as occasion shall be or require; But nevertheless in Trust to permit and suffer the said J. E. and his (her) assigns, during his (her) natural life, to receive and take the rents, issues and profits of the said premises, to and for his (her) use and benefit; (And from and immediately after the death of the said J. E. then)*

Use to the Wife during her Life.

— *To the use and behoof of the said M. K. his intended wife and her assigns, for and during the term of her natural life, (without impeachment of or for any manner of waste); (And from and immediately after the death of the said M. K. party hereto, in case the said M. K. her mother shall be then living, then)*

Use to the Wife's Mother as to an Annuity with Power of Disposal.

— *To the use, intent and purpose, that she the said M. K. wife and her assigns, shall and may, during her natural life, have, receive and take, to and for her own use and benefit, one annuity or yearly*

of lawful money of Great Britain, clear of all taxes, charges and deductions whatsoever; the said annuity to be paid to her them upon, &c. by equal portions; the first of which (quarterly) payments to begin and to be made on (such of the feast days) as shall happen next after the death of the said M. K. (party hereto) if the said M. K. widow, her mother, be then living, together with full power for her the said M. K. widow, and her assigns, to enter upon and to take distress on the said herein before released premises, in case default shall be made in payment of the said annuity of _____ by the space of _____ days next after any of the said (feast-days) whereon the same ought to be paid as aforesaid; (and from and after the decease of the survivor of them the said J. E. and M. K. his intended wife, subject nevertheless to, and charged with the payment of the said annuity or yearly sum of _____ to her the said M. K. widow, in manner as aforesaid, then as to all and singular the said hereby granted and released hereditaments and premises)

Use to the first Son of Husband and Wife, and his Heirs Male.

— To the Use and behoof of the first son of the said J. E. on the body of the said M. K. his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; (and in default of such issue)

Use to the second Son and his Heirs Male,

— To the Use and behoof of the second son of the said J. E. on the body of the said M. K. his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; (and in default of such issue)

Use to third Son and his Heirs Male.

(THE like as it is to the second son, mutatis mutandis.)

Use to the other Sons in Seniority of Age.

— To the Use and behoof of the fourth, fifth, sixth, and all and every other the son and sons of the said J. E. on the body of the said M. K. his intended wife to be begotten, either born in his life-time or in

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in due time after his decease, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, being always to be preferred, and to take before the younger of them, and the heirs male of his body lawfully issuing; (*and in default of such issue male*)

Use to the Daughters as Tenants in Common, or if but one Daughter, her and her Heirs.

— *To the Use* and behoof of all and every the daughter and daughters of the said *J. E.* on the body of the said *M. K.* his intended wife to be begotten, equally to be divided between them share and share alike, to take as tenants in common and not as jointenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing; and if there be more such daughters as aforesaid than one, and one or more of them shall die without issue of her or their bodies issuing, then and so often, as to the part and parts of such daughter or daughters so respectively dying without issue as aforesaid, the same shall from time to time respectively go and remain to the use of the survivors or survivor, or others of them, as tenants in common and not as jointenants, and of the heirs of their several bodies issuing; *And* if all such daughters as aforesaid but one shall die without issue of their bodies, or, if there shall be but one such daughter, then to the use of such only daughter, and the heirs of her body lawfully issuing; (*and for default of such issue, then*)

Use to the Wife's last Will or Appointment.

— *To the Use* and behoof of such person and persons, use and uses, estate and estates, and subject to such provisos, limitations and agreements, as she the said *M. K.* (party hereto) notwithstanding her intended coverture, and whether covert or discouvert, shall by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of three or more credible witnesses, or by her last will and testament in writing, or by any writing purporting to be her last will, be by her duly executed in the presence of the like number of witnesses (which deed, writing or will, she the said *M. K.* is hereby, and by the said *J. E.* her intended husband, enabled and empowered to make, give, direct, limit or appoint; (*And until such gift, direction, limitation or appointment shall be made, and until such estate and estates so limited or appointed, shall respectively commence and take effect, and until such estate and estates so limited, directed or appointed shall respectively end and determine; and as such part or parts thereof, whereof no such direction*)

... limitation or appointment shall be made, then as to the said messuage,
(part of the premises.)

... to the Wife's (or Husband's, or other Person's) right Heirs for ever.

— To the Use and behoof of the right heirs of her (him) the said
M. K. (party hereto) for ever; (and then as to the said messuage, &c.
other part of the premises.)

Use to the Trustees for ——— Years upon several Trusts.

— To the Use of the said J. C. and C. P. their executors, ad-
ministrators and assigns, for and during, and until the full end and term
—— years from thence next ensuing, and fully to be compleat
ended, without impeachment of or for any manner of waste, upon
the trusts, and subject to the provisos herein after mentioned, expressed
declared of and concerning the same term: (and from and after the
termination of the said term of ——— years, and subject thereunto, and
the trusts thereof.)

... to the Wife's Brother (after the Determination of ——— Years) and
his Heirs for ever.

— To the Use of ——— eldest son of W. K. brother of her the
M. K. (party hereto) his heirs and assigns for ever; And as for and
concerning the said term of ——— years herein before limited to them the
J. S. and C. P. their executors, administrators and assigns as afore-
said; It is hereby agreed and declared by all the parties to these presents,
the same estate and term was and is to them so limited upon the trusts,
uses and purposes, and subject to the proviso herein after mentioned, ex-
pressed and declared of and concerning the same term; (that is to say) In
there shall be no such issue as aforesaid of the said intended marriage,
such deed, writing, will or disposition made of the said premises com-
menced in the said term of ——— years by her the said M. K. by virtue
of the power aforesaid)

Trustees (if no issue of the intended Marriage, and no Disposition by
the Wife's Will made of the Premises comprized in the said Term) to
mortgage, sell, &c. subject to the Annuity of ———l. and raise Money
—— and ——— upon the Contingency of the Trust.

— Upon this special trust, that the said J. S. and C. P. (the
survivor of them, and the executors, administrators
and assigns of such survivor, shall and do, by and out of the rents,
issues and profits of the said premises so to them limited for the said
term

term of ——— years as aforesaid, by leasing, mortgaging, sale or other disposition thereof, or of the premises comprized therein, or of any part thereof, as shall be by them the said trustees, or the survivor of them, or the executors, administrators or assigns of such survivor, thought fit and convenient, (*Subject nevertheless to the payment of the said annuity of ——— £. a year to the said M. K. widow, and her assigns, during her natural life, in manner as aforesaid*) levy and raise the sum of ——— of lawful money of, &c. to and for the only use and behoof of R. R. wife of J. R. and sister of her the said M. K. (party to these presents, if then living, but not otherwise); and also of the said other sum of ——— of like lawful money, to and for the use and behoof of ——— niece of her the said M. K. (party hereto) and sister of the said ——— (if then living, but not otherwise); the said several sums of ——— a-piece so payable to them the said R. R. and ——— upon the contingency and by virtue of the trust aforesaid, to be paid to them respectively within ——— months next after he the said ——— (*the wife's brother*) shall be in the actual possession of the said messuages &c. so to him made by virtue of the limitation thereof upon the contingency aforesaid; provided, &c. (*Vide Tit. Provisoes.*)

Trust for the intended Wife till married.

—— *In Trust* for her the said M. K. party hereto, her executors, administrators and assigns, until the solemnization of the said intended marriage; (*and from and after the solemnization thereof*)

Trust for the intended Husband to receive the Rents, &c. of Leasehold Premises, for so much of the Term as he shall live.

—— *In Trust, (or say Upon Special Trust* and confidence in the said D. E. and M. N. and either of them reposed) that they permit and suffer the said J. E. and his assigns, to have and receive the rents, issues and profits of the said hereby assigned leasehold premises (*or say, of all and singular the said premises, without rendering any account for the same*) for and during so many years of the said term ——— years which are yet to come and unexpired, (*or say so many years of the said term unexpired*) as he shall happen to live; (*and immediately after his decease*)

The like Trust for the intended Wife.

—— *In Trust, (or Upon the like special trust* and confidence in the said D. E. and M. N. and either of them reposed, that they permit the said D. E. and M. N. and the survivor of them, and his and

either of their executors, administrators and assigns shall likewise) permit, &c. (as above, mutatis mutandis): and from and immediately after the death of the survivor of them the said J. E. and M. K. (his intended wife)

Trust for the first Son to enjoy Leasehold Premises.

— *In Trust* to permit and suffer the rents, issues and profits of said hereby assigned leasehold premises, to be had, received and enjoyed by the first son of the said J. E. on the body of the said M. K. intended wife to be begotten, until such son shall attain his said age of 21 years, then in trust for such first son, his executors, administrators and assigns, for the rest and residue of the said term of ——— years; (but in case such first son shall happen to die before his age of 21 years, then)

Trust for the second or other Son in Priority of Birth to enjoy the same.

— *In Trust* for the second and all other the sons of the said J. E. on the body of the said M. K. his intended wife, to be begotten successively as they shall be in priority of birth, until the elder of such sons respectively attain his and their age of 21 years: *Provided always*, that in case any such sons shall attain his age of 21 years, then *In Trust*, and to the intent and purpose, that the entire and absolute interest of the said term shall vest in such of the said sons as shall first attain his said age of 21 years, and shall go to the executors, administrators and assigns of such son as shall first attain his said age of 21 years aforesaid, during the rest and residue of the said term of ——— years therein, which shall be then to come and unexpired: (and that in case the limitation over of the trusts of the said ——— years term, for the younger sons and the subsequent issue male, and also the daughters of the said marriage shall be void and of no effect; and in case there shall be no male of the said J. E. on the body of the said M. K. (party hereto) begotten, that shall attain his age of 21 years, that then and in such case the said leasehold premises shall be)

Trust for all the Daughters to enjoy the same as Tenants in Common.

— *In Trust* for all and every of the daughters of the said J. E. on the body of the said M. K. his intended wife to be begotten, for the rest and residue of the said term of ——— years, such daughters to take share and

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and share alike as tenants in common, and not as jointenants: *Provided also*, that if any of the daughters should die before the age of years unmarried, that then and so often the share or shares of her or them so dying shall go to the surviving daughter or daughters to the same share and share alike as tenants in common, and not as jointenants (and in case there shall be no daughter of the said intended marriage, or in case there shall be one or more such daughters, and all of them shall die under the age of 21 years, and unmarried, then)

To the Disposition of the Wife's Will or Deed.

— *The Trust* and benefit of the said leasehold premises shall and remain for such person or persons, upon such conditions, manner and form, or to, for or upon such trusts, intents and purposes, as the said M. K. (party hereto) (notwithstanding her coverture, or whether covert or discoverd) shall by any such her deed, writing or last will to be by her so executed and testified in manner as aforesaid, (*Vide* and give, dispose, limit, direct and appoint the same; (and for such gift, disposition, limitation, direction and appointment, then)

Trust for the Wife's Executors, &c. (for the Remainder of the Term)

— *In Trust* for the executors, administrators and assigns of the said M. K. (party hereto) for and during the residue of the said term of years, which shall be then to come and unexpired therein, for and upon no other trust, intent or purpose whatsoever).

Trustees to pay to or permit the intended Wife to receive the Produce of Stocks, Annuities, &c. Money put out, Estates, &c. during her life without being subject to the Controul of her Husband.

— *Upon* (this further) *Trust*, that the said trustees, or the survivor of them, his executors, administrators and assigns, (during the said intended coverture between the said J. E. and M. K. his intended wife, or during the said term determinable as aforesaid) shall and lawfully may authorize and empower her the said M. K. and her assigns (the same to be at her election) to receive all the interest, dividends, profits, and other produce whatsoever to be had or made of the said several annuities, South-Sea stock and annuities, million bank stock

any debentures so transferred to them the said ——— trustees as
 aforesaid, (or in case of a sum of money put out, &c. say to receive the
 interest and produce of the said sum of ———) or if to receive the pro-
 fits of an estate, say, of the said hereby (released and assigned premises)
 and every part and parcel thereof; the same to go and be to and for the
 use, separate, personal and peculiar use, benefit and disposal of her the
 said M. K. and her assigns, during her life, and not to be paid to the
 said J. E. her intended husband, or as he shall appoint, but to be paid
 to the proper hands of her the said M. K. his intended wife, or to such
 other person or persons, as she, by any note or writing to be by her
 signed with her name of her own proper hand-writing, (notwithstanding
 her intended coverture, and whether covert or discover) shall from time
 to time direct or appoint; and that the same, or any part thereof, shall
 in any wise be subject or liable to the disposal, intermeddling, con-
 troul, engagements, debts or incumbrance of the said J. E. her intend-
 ed husband; and that the receipt or receipts of her the said M. K.
 or any hereto signed by her proper hand, (notwithstanding such her in-
 tended coverture) or of such person or persons so by her appointed to
 receive discharges, as well to the said trustees, their executors, admin-
 istrators and assigns, as also to all and every other person or persons
 who are or shall be liable to pay the same, or any part thereof, for so
 much thereof as shall be by her, or them thereby acknowledged to be so
 received; [and from and after the death of the said M. K. (in case there
 shall be any child or children of the body of the said J. E. on the body of
 the said M. K. his intended wife begotten, which shall be then living)
]

whether for a Trustee to pay to a Wife, or her Order, the Rents and
 Profits of an Estate (during the Term granted) to her separate Use.

(In a Settlement after Marriage.)

— Upon this special Trust and confidence, that he the said H. G.
 (trustee) his executors, administrators and assigns, do and shall from
 time to time, &c. hereafter, during the said term, determinable as aforesaid,
 apply and dispose of the rents, issues and profits of the premises,
 the same shall from time to time arise and be received unto such per-
 son or persons, and for such uses and purposes, and in such parts and
 portions, manner and form, as she the said S. (the wife) from time
 to time, notwithstanding her coverture, shall by any note or writing
 under her hand direct or appoint; and for want of such direction or ap-
 pointment, then to the proper hands of her the said S. or otherwise shall
 be paid to her to receive the same, to and for her own sole and separate
 use and benefit; and her receipt or receipts alone, notwithstanding her
 coverture, shall be a sufficient discharge from time to time, to the per-
 son or persons so paying the same, for so much thereof for which such
 receipts shall be given, to the intent that the same rents, &c. or any
 part thereof, may not be at the disposal, or subject or liable to the con-
 troul,

troul, debts, forfeitures or engagements of the said *D. W.* but on and for her own sole and separate use, benefit and disposal, and to, and upon no other use, trust, intent or purpose whatsoever.

The like during the Term granted, if the Husband lives so long.

— *In Trust*, that he the said *D. E.* his executors and administrators, do and shall, from time to time, during the said term of 99 years if the said *A. B.* shall so long live, pay and apply all and singular the rents, issues and profits of the said hereby demised manors, tenements and premisses, not to the said *A. B.* or as he shall appoint, but to the proper hands of the said *C.* to the sole, proper, personal and peculiar use of the said *C.* or to such person and persons, as the said *C.* shall from time to time, by any writing, signed by her with her name of her own hand-writing, notwithstanding her coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said *A. B.* who is to have no power to dispose of, intermeddle with or incumber the said manors, lands or premisses, or the rents, issues and profits thereof, and to and upon no other trust or confidence whatsoever, or otherwise but as aforesaid.

Trustees to pay Annuities, Stocks, &c. and Produce thereof, and Produce of Estates amongst the Children, according to the intended Wife's Will or Deed in Writing.

— *Upon* (this further) *Trust*, that they the said trustees, and survivor of them, his executors, administrators and assigns, do and shall pay, apply and dispose of, assign over and transfer, as well all and singular the said annuities, stocks, and other premisses so transferred to them as aforesaid, as also all the interest, dividends, profits, and other produce (or dispose of all and singular the said hereby (released or assigned) monies and other the premisses, and of the interest, profits and proceed to arise or be had or made thereof) unto and amongst the child or children which shall be then living, in such parts, shares and proportions, and upon such conditions, manner and form, as the said *M. K.* (notwithstanding her intended coverture, and whether married or discoverd) shall by any (such) her deed, writing, or by her will and testament to be by her duly (so) executed and testified in the presence of three or more credible witnesses (in manner as aforesaid) (which deed, writing or will, she the said — is hereby, and she the said — her intended husband empowered and enabled to make), give, dispose, limit, direct or appoint the same; (and for the purpose of such gift, disposition, limitation, direction or appointment, the same)

Division amongst the Children, if no Will or Deed.

— To go and be equally divided between and amongst all and every such children as shall be living at her decease (if more than one) part and share alike, [and then the interest or produce of all and every such child or children's part, shall, from time to time, at the direction of the said trustees, be paid and applied for and towards the education and maintenance of such child or children, until their respective parts and portions of the said hereby *(released and assigned monies and premises)* shall become payable, which said shares or parts, of and in the said *(monies and premises)* to be paid, &c.] and to be paid them respectively in manner as follows, (that is to say) to be paid to such of them as shall be a son or sons, at his or their age or respective ages of twenty-one years (if he or they shall live so long); and unto such of them as shall be a daughter or daughters, at her or their age or ages of eighteen (twenty-one) years, or days of marriage, which shall respectively first happen (if she or they live so long); But if any of the said children die before their parts or shares of and in the said annuities, stocks, monies, and other the premises transferred as aforesaid, [before their said parts or portions of and in the said *monies and premises*] shall become payable, then the parts and shares of him, her or them, so dying, with the interest thereof, from the death of the same child or children respectively, shall be paid to the survivors or survivor of such child or children, when and as their respective parts or shares shall or are become due and payable. *(And in case there shall be no such child or children of the body of the said M. K. by the said J. E. her intended husband begotten, living at the time of the death of the said M. K. or in case of there being such child or children, and all of them shall happen to die before any of their parts or portions shall become due and payable, then, from thenceforth, and in either of the said cases)*

shall nevertheless permit the Husband (if living) to receive the produce of Annuities, &c. or Estates, &c. during his Life.

— Upon (this further) Trust, that they the said trustees, or the survivor of them, his heirs, executors, administrators or assigns, (in case the said J. E. shall survive and outlive the said M. K. his intended wife) shall and do pay, or else permit and suffer him the said J. E. and his assigns, to receive the interest, profits and produce from thenceforth to be had or made of all and singular the said annuities, stocks, and other the premises so transferred as aforesaid [or of all and singular the said hereby *released and assigned monies and premises*] during his natural life only, to and for his and their own use and benefit, (and immediately after the death of him the said J. E. then)

If

If no Issue of the intended Marriage, the Premises (except ——— Stock) to be assigned for the Use of the Survivor of the intended Husband and Wife, and the Executors, Administrators or Assigns of such Survivor.

— Upon (this further) Trust, in case of no such issue of the intended marriage that shall live to be intitled to the said annuities, stocks, and other the premises so transferred as aforesaid, by virtue of the limitations or any of them herein before made of the same premises that then the same premises, (except the sum of ——— capital stock part thereof, herein after by the said M. K. to be given and disposed of if she shall think so fit) (Vid. Tit. Proviso's) to go and be transferred and assigned to and for the only use and benefit of the survivor of them the said J. E. and M. his intended wife, and of the executors, administrators or assigns of such survivor, and to, for and upon no other trust intent or purpose whatsoever.

The Trustees may dispose of Monies arising by Sale of Annuities, Stocks &c. (Vid. Proviso for the Sale, Tit. Proviso's) to the Use of the intended Husband and Wife, or as they by their joint Deed shall direct.

— And upon this further Trust, that they the said trustees, or the survivor of them, his executors, administrators and assigns, (by and with such joint consent of them the said J. E. and M. K. to be so testified as aforesaid, but not otherwise) shall and do pay and dispose of and every the sum and sums of money arising by such sale or sales of the said annuities, stocks, and other the premises (subject in manner aforesaid) to them the said J. E. and M. K. (party hereto) to and for their own use and benefit, or else shall and do apply, pay and dispose of the same, to and for such uses, intents and purposes, and in such manner, as they the said J. E. and M. K. by any such their joint deed to be by them so executed and attested as aforesaid, shall limit, direct, appoint, touching and concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding.

That Trustees at the Decease of the intended Husband shall transfer Stock and pay Money to his Children, according to his Will, or for want of a Will, equally amongst them.

— Upon further Trust, that they the said C. and D. and the survivor of them, his executors and administrators, shall assign over,

transfer and pay, as well the said 100 l. South-Sea annuity stock as the said 500 l. (if the same shall become payable) and the dividends and interest which shall be thereon due at the decease of the said B. to and amongst all such child or children of the said B. on the body of the said A. his intended wife to be begotten, as shall be living, or in ventre sa mere at the time of the decease of the said B. in such shares and proportions as the said B. shall by his last will and testament in writing under his hand and seal, and to be attested by three or more credible witnesses, direct, limit and appoint, (and for want of such direction, limitation or appointment) to and amongst all the children of the said B. on the body of the said A. as shall be living, or in ventre sa mere, at the time of his death, equally, and share and share alike. (And in default of such issue living, or in ventre sa mere, at the time of the death of the said B. then) the said A. shall have the said 100 l. South-Sea annuity stock and the said 500 l. so secured as afore said, in case the same shall become payable (and from and after her decease) the intended Wife (if she survives her Husband, and he leaves her without Issue) shall have the Produce and Interest of Stocks and Money.

— Upon this further Trust, that they the said P. and C. (the trustees) and the survivor of them, his executors and administrators, shall permit and suffer, and, as far as they may lawfully authorize her the said A. (in case she shall happen to survive the said B. and the said B. shall happen to die without issue between him and the said A. to be begotten, living or in ventre sa mere at the time of his death) for and during the term of her natural life to receive the dividends, interests and profits, as well of the said 100 l. South-Sea annuity stock, as also of the said 500 l. so secured as afore said, in case the same shall become payable (and from and after her decease)

the Executors or Administrators of the intended Husband shall have
Stocks, Monies, &c.

— Upon further Trust, that the said C. and D. the (trustees) and the survivor of them, and the executors and administrators of such survivor, do and shall transfer and pay as well the said 100 l. South-Sea annuity stock, as also the said 500 l. in case the same shall become payable and the dividends, interest and produce thereof respectively to the executors or administrators of the said B. any thing herein before said to the contrary thereof in any wise notwithstanding.

of a personal Estate to Trustees (with Power for them to sue, receive and discharge, &c.) upon several Trusts.

— To the Use of the said trustees, their executors and administrators, from henceforth, as and for their own proper monies, goods and chattels.

chancels for ever; and to which they are hereby intended to have a large right, interest and property; and that in as full, large, ample and beneficial manner to all intents, constructions and purposes whatsoever, as if the said A. C. could or might have had, held, recovered and received the same, in case these presents had not been made; together with full power and authority for them the said trustees, and the survivor of them, his executors or administrators, in his and their own names, or in the names of them the said G. G. and A. C. his intended wife, or either of them, to demand, sue for, recover, receive, retain and discharge all and every such securities and debts, part of the hereby assigned premises, which are now due, or which in any way belong to her the said A. C. and that as fully, effectually and absolutely to all intents and purposes whatsoever, as they the said G. G. and A. C. his intended wife or either of them, could or might do if personally present, and as if these presents had not been made; nevertheless for and upon the several trusts, intents and purposes, and subject to the proviso herein after mentioned, expressed and declared, of and concerning the same.

That the Trustees shall sell the intended Wife's personal Estate by Consent.

— Upon Trust, that they the said trustees shall and do, as for as conveniently may be after the said marriage, (by and with the consent of her the said A. C.) notwithstanding her intended coverture, as if she were a feme sole, (such consent to be signified by any writ under her hand and seal, testified by two or more credible witnesses) absolutely sell and dispose of all and singular the hereby assigned sale personal estate of her the said A. C. in the best manner; and for most money that can be got for the same. (And from and immediately after such sale, then)

Trustees to apply Monies arising by Sale of the intended Wife's personal Estate, upon Securities or in a Purchase, and occasionally to call in new place out the Monies.

— Upon this further Trust, that they the said trustees, and the survivor of them, his executors, administrators and assigns, by and with the consent of the said A. C. testified, &c. shall and do, as for as conveniently may be, put and place out as well all the monies arising by such sale, as also all monies now due on any securities, and also all other monies belonging to the hereby assigned personal estate of her the said A. C. when and as the same shall be by them the said trustees got in and received; as likewise the said sum of 100*l.* so paid to them by the

C. G. as aforesaid, upon one or more good and sufficient security or securities, either real or personal, or else in some public bank stock or fund, and in such manner as they the said trustees, by and with such consent as shall be thought fit, shall think fit, Together with full power for the said trustees, by and with such consent as shall be thought fit, to call in and new place out of the said monies, or any part thereof, as occasion may require; and as the best annual interest, produce or profit be made thereof, as conveniently can or may be without lessening the principal.

Use to the intended Wife's Father till the Marriage.

— To the Use and behoof of the said J. G. and his heirs, until the said intended marriage between the said J. B. and C. G. shall be solemnized. (And from and after the solemnization thereof)

Use to the intended Wife's Father during his Life.

— To the Use and behoof of the said J. G. and his assigns, for and during the term of his natural life. (And from and after his decease)

the Trustees shall receive Rents, &c. and pay the same to the Wife during the Husband's Life, notwithstanding the Coverture, or the Bankruptcy of the Husband. Vid. Marriage Settlement.

— Upon this further Trust and confidence, that they the said J. B. junior, their executors, administrators and assigns, do and from time to time receive the rents, issues and profits of the premises, and pay, apply and dispose of the same during the natural life of the said J. B. (the husband) into the proper hands of the said C. G. or such person or persons as she alone; and without her husband, notwithstanding her coverture, or the bankruptcy of her said husband, by any writing or writings under her hand, from time to time direct and appoint for her sole and separate use, and to be at her separate disposal, not subject to or liable to the power or control of the said J. B. or to his debts or disposal; and for which receipt alone, notwithstanding her coverture, or such bankruptcy of her husband as aforesaid, shall from time to time be a sufficient discharge. (And from and after the decease of the said C. G. if the said J. P. shall be then living, and shall have been a bank-

And after the Wife's Death, then to such others as would be intitled if her Husband and Wife were dead; &c.

— Upon this further *Trust*, to pay the rents, issues and profits of the premises during the life of the said *J. B.* to such person or persons as would be intitled to the same, by virtue of these presents, in case the said *J. B.* and *C. G.* were both dead; and from and after the decease of the said *J. B.* the said term of ninety-nine years shall cease and be void; any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Use as before conveyed, till Marriage.

— To and for such *Uses*, intents and purposes, as the same hereditaments and premises now stand conveyed and settled, until the solemnization of the said intended marriage.

Use that the Wife's Mother shall receive a Rent-Charge during her Life.

— To the *Use*, intent and purpose, that the said *E. H.* (the intended wife's mother) and her assigns, shall and may out of all and singular the said hereby limited hereditaments and premises in the county of — during her life, have, perceive and take to her and their own use, the before mentioned yearly rent charge or yearly sum of eighty pounds of, &c. free and clear and without any deduction or abatement for or in respect of any parliamentary or other taxes or charges whatsoever, to be paid by quarterly payments, at or in the four usual feasts, &c. and all the said payments to be made at —

On Non-payment of Rent-Charge to distrain.

— And to this further *Use*, intent and purpose, that in case shall happen that the said yearly rent-charge or yearly sum of 80 *l.* annum, or any part thereof, shall at any time be behind and unpaid the space of 20 days next over or after any of the said feast days which the same ought to be paid to the said *E. H.* as aforesaid,

then and so often it shall and may be lawful to, and for the said E. H. and her assigns, into all and singular the said hereby limited messuages, &c. in, &c. and into every or any part thereof to enter and distrain, and the distresses and distresses then and there found, to lead, drive, carry away and impound, and the same in pound to detain and keep, or otherwise dispose of the same, as the law shall allow, until the said yearly rent charge or yearly sum of 80*l.* and all arrears thereof, and all costs and damages to be sustained by reason of the non-payment thereof, according to the true intent and meaning of these presents, shall be fully paid and satisfied.

To re-enter on Non-payment of a Rent-Charge.

— And also to this further Use, intent and purpose, that in case the said yearly rent charge or yearly sum of 80*l.* or any part thereof, shall be behind and unpaid by the space of 40 days next over or after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid, that then, and in such case, it shall and may be lawful and for the said E. H. or her assigns, (although no demand shall have been made thereof, by or on the behalf of the said E. H. of the said charge, or of any arrear thereof) into all and singular the said hereby limited messuages, &c. in, &c. hereby made chargeable thereby; and into every or any part thereof to enter, and take and receive the rents, issues and profits thereof, and of every part thereof, to her and their own use and benefit, until thereby or therewith, or otherwise, and they shall be fully paid and satisfied all the arrears of the said yearly rent-charge or yearly sum of 80*l.* which shall incur or might have incurred; and all losses, costs, expences and damages, which she or they shall be put unto or sustain, by reason of the non-payment thereof, at the times herein before mentioned for payment thereof.

out of the Profits of Premises limited to Trustees for a Term of 100 Years (Subject to an Annuity of 80*l.* per Ann. to the Wife's Mother during the joint Lives of Husband and Wife) 100*l.* per Ann. shall be paid to the Wife's separate Use.

— Upon Trust, that the said J. K. and W. W. and the survivors of them, and the executors, administrators and assigns of such survivors, shall and do, by and out of the rents, issues and profits of all and singular the same hereditaments and appurtenances so limited to them during the said term of 100 years as aforesaid (subject to the said annuity of 80*l.* per annum, payable to the said E. H. and to the said term of 99 years in part of the said premises, for securing payment of the said 80*l.* per annum

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per annum in manner as aforesaid, during the joint lives of the said *W. N.* party hereto, and the said *M.* his intended wife) levy, pay and dispose of the yearly sum of 100*l.* of, &c. free and clear of and from all and all manner of taxes, charges and deductions whatsoever, already imposed or hereafter to be imposed by act of parliament, or otherwise howsoever, to the separate hands of the said *M. H.* to and for her sole and separate use, or to such person or persons, and for such use and uses intents and purposes, as the said *M. H.* alone and without the said *W. N.* (party hereto) her intended husband, notwithstanding her coverture by any writing or writings under her hand and seal, shall from time to time direct or appoint, by quarterly payments, at the four most usual feasts, &c. which said yearly sum of 100*l.* is hereby intended and agreed to be applied and disposed, to and to the sole, peculiar and separate use of the said *M. H.* and for her apparel and ornaments, or otherwise as she shall think fit, and not to be subject to the controul, debts, engagements or intermeddling of the said *W. N.* (party hereto) her intended husband; and the receipt, &c. (*As in a term limited to trustees*).

That the Husband shall receive the Rents, &c. during the joint Lives of the Husband and Wife, after Payment of an Annuity to the separate Use of the Wife.

— And also upon Trust, to permit and suffer the said *W. M.* party hereto, and his assigns, to receive all the rents, issues and profits of the premises so limited to them the said *J. E.* and *W. W.* for the term of 100 years, which shall not be applied by them to the payment of the said yearly sum of 100*l.* payable as aforesaid, and of the costs and charges of the said *J. E.* and *W. W.* their executors, &c. upon account thereof, as the same shall accrue and arise from time to time, during the joint lives of the said *W. N.* (party hereto) and *M. H.* his intended wife, according to the limitations herein mentioned and expressed.

Use to the first Son of the Wife lawfully issuing, (for Default of Issue of the now intended Husband.)

— To the Use and behoof of the first son of the body of the said *M. H.* lawfully to be begotten, and the heirs male of the body of the first son lawfully issuing; and in default of such issue,

To the second, third, fourth, &c. Son of the Wife lawfully issuing

— To the Use and behoof of the second, third, fourth, and all and every other son and sons of the body of the said *H. H.*

fully to be begotten, severally, successively, and in remainder, &c. and in default of such issue,

To her Daughters as Tenants in Common.

— *To the Use and behoof of all and every the daughter and daughters of the said M. H. lawfully to be begotten, equally to be divided, &c.*

Use to the Wife's Mother, her Heirs and Assigns for ever, to her last Will or Appointment in Lieu of a Rent-charge.

— *To the only Use and behoof of the said E. H. her heirs and assigns for ever, or to such person or persons, his, her or their heirs, as the said E. H. by any writing under her hand and seal, or by her last will, to be attested by three or more credible witnesses, shall nominate or appoint; the same to be in lieu and stead of the said rent-charge of 100l. per ann. herein before limited and secured to her the said E. H. as aforesaid; any thing herein before contained, &c.*

Trust for younger Sons and Daughters to receive Rents, &c. as Tenants in Common; or if only one Son, or one or more Daughters, the Trustees to convey the Premises to the Use of such Son, or to the Use of such Daughters as Tenants in Common.

— *In Trust, that they the said trustees, and the survivor of them and his heirs, do and shall permit and suffer such younger son and daughter and daughters, and their respective heirs, to take and receive the rents, issues and profits of the said ——— to his, her and their own use and uses, in equal proportions, share and share alike, as tenants in common only, and not as jointenants: And in case there shall be no such younger children, son or sons, daughter or daughters, but only one son living of the said marriage at the time of the death of them the said W. N. the younger, and M. his intended wife; or in case there shall be no such issue male by the said marriage, and only one or more daughter or daughters, that then and in either of the said cases they the said trustees, and the survivor of them and his heirs, do and shall, upon the request and at the proper costs and charges of such only son or his heirs, or such daughter or daughters, or her or their respective heirs, convey and assure the said ——— unto, or to the use of, or in trust for such one only son and his heirs for ever; And in default of such issue male by such marriage, then to such daughter or daughters, and her and their heirs for ever,*

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ever, share and share alike; such daughters to take as tenants in common, and not as jointenants.

Use to the Father for Life, Remainder to the Mother for Life, Remainder to the Son for Life, Remainder to the Son's Wife for Life, Remainder to Trustees and their Heirs, subject to same Trusts before limited.

— To the Use of the said *W. N.* the elder, for his life, the remainder to the use of the said *M. N.* for her life, the remainder to the use of the said *W. N.* the younger, for his life, the remainder to the use of the said *M. H.* for her life, the remainder to the use of the said *G. H.* and *W. P. W.* and their heirs; Subject to the same trusts, as to the same intents and purposes, as are herein before declared touching the inheritance of the said freehold close, &c.

That Trustees shall transfer and assign Monies, and the Securities for the same, &c. to such Persons, &c. as the intended Wife by Deed or Will shall appoint.

Upon (this further) Trust, that they the said trustees, and the survivor of them, his executors, administrators and assigns, shall and do transfer and assign all and singular the hereby assigned principal monies so vested in them as aforesaid, and all securities which now or at any time hereafter shall be had or taken for the same, and all interest monies and other produce then due and payable by virtue thereof, to such persons, and in such parts, shares and proportions, and upon such conditions, manner and form, or to and for such uses, trusts, intents and purposes, as she the said *D. P.* (notwithstanding her intended coverture and as if she were a feme sole), shall by any (such) her deed, will, last will and testament, to be by her so executed and testified, (in manner as aforesaid) give, dispose, direct, limit or appoint the same (as aforesaid).

Trustees to pay an Annuity to a Wife for her separate Use notwithstanding her Coverture.

— Upon Trust, that they the said Sir *J. C.* and *J. C.* and survivor of them and his heirs, shall, as he and they shall receive the same, pay over the said annual sum of 100 *l.* to the proper hands of said *T. B.* or to such person or persons as she, notwithstanding her coverture, shall direct or appoint for her personal and separate use, with the said *G. P.* her intended husband shall not intermeddle, or

power to receive, incumber or dispose of the same, or any part thereof; and the receipts the said T. shall give to such person or persons who from time to time shall pay the same, to be good and effectual discharges both at law and in equity.

That the Trustees out of an Estate limited to the second Son, &c. shall pay the Wife a Rent-charge during her Life.

— *To the Use*, intent and purpose, that the said B. H. wife of the said Sir H. H. shall and may have, receive and take yearly and every year, during the time of her natural life, the annual sum or yearly rent charge of 200 l. to be issuing and going out of all the said capital messuage, &c. hereby granted, or intended so to be, the said annual sum or yearly rent-charge of 200 l. to be paid half-yearly, at *Michaelmas* and *Lady-Day*, by equal half-yearly payments, without any deduction or abatement for or by reason of any taxes, assessments, or any other impositions of any kind assessed or imposed, or at any time hereafter to be assessed or imposed on the said annual sum of 200 l. by authority of parliament, or otherwise howsoever; the first payment to be made on such of the said feasts as shall next happen after the death of the said Sir H. H. and to this further use, intent and purpose, that if shall happen the said yearly sum or rent-charge of 200 l. or any part thereof, shall be behind and unpaid by the space of ——— days, (as in *provisoes* in *annuities*); and as, for, touching and concerning the said capital messuage, &c. so charged and chargeable with the said annual sum of 200 l. as aforesaid, to the use and behoof of M. H. second son of Sir H. H. and the heirs male of the body of the said M. lawfully to be begotten; and for want of such issue, charged and chargeable as aforesaid, to the use and behoof of the said Sir H. H. his heirs and assigns for ever.

Limitation of a Real Estate by way of Cross Remainders between two Daughters.

TO the Use and behoof of all and every the said daughter and daughters of the body of the said A. B. on the body of the said C. D. his wife to be begotten, and the heirs of the body and respective bodies of such daughter and daughters, equally to be divided between such daughters, if more than one, share and share alike, as tenants in common, and not as joint-tenants, and if there shall be but one such daughter, then to the use of such only daughter and the heirs of her body; And in case there shall be more than one such daughter, and there shall be a failure of lawful issue of the body or bodies of such other

other daughter and daughters, then as to the original part and share parts and shares, of such daughter or daughters whose issue shall so fail as well as to such other part and share, parts and shares, as by virtue of this present clause shall have become vested in, or accrued unto any of the same daughter and daughters, or her or their issue, upon failure of issue of any other of the said daughters, to the use of the remaining and other and others of the said daughter and daughters, and the heirs of the body and respective bodies of such remaining and other daughters and daughters, equally to be divided between such remaining and other daughters (if more than one), share and share alike, as tenants in common, and not as joint-tenants, and if there shall be but one such remaining or other daughter, then to the use of that daughter and the heirs of her body; and in default of such issue, &c.

** Another Limitation of the Trust of Money in the Funds, Subject to the Appointment of the Parents to Sons and Daughters and their Daughters, away of Cross Remainders.*

AND from and immediately after the decease of the survivor of them the said *A. B.* and *C. D.* his said intended wife, upon trust for all and every the son and sons, daughter and daughters, of the said *A. B.* on the body of the said *C. D.* his intended wife, to be begotten, and the children of such sons and daughters, in case any of them shall be then dead, leaving issue, and to go, or be paid, assigned or transferred, to such sons and sons, daughter and daughters, and children of such sons or daughters at such time or times, and, if more than one, in such shares and proportions, and with and subject to such provisos, conditions and limitations over; (such limitations over to be for the benefit of some or one of them,) as the said *A. B.* shall, by deed or deeds, writing or writings, with or without power of revocation, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, or by his last will and testament, writing, signed in the presence of, and attested by the like number of witnesses, direct or appoint, and in default of such direction and appointment as aforesaid, then as to the whole of the said sum of 10,000 three per cent consolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a complete direction or appointment of the whole of the said 10,000 l. three per cent consolidated bank annuities, then as to so much and such part of the said 10,000 l. consolidated bank annuities, whereof no such direction or appointment as aforesaid shall be made, as the said *C. D.* in case he shall survive the said *A. B.* by any deed or deeds, writing or writing, with or without power of revocation, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, or by her last will and testament, in writing, signed in the presence of, and attested by the like number of witnesses, shall direct or appoint, in default of any such direction or appointment as aforesaid, then as to the whole of the said 10,000 l. three per cent consolidated bank annuities.

and in case any such direction or appointment shall be made, which shall not be a compleat direction or appointment of the whole of the said 10,000 *l.* three *per cent.* consolidated bank annuities, then as so much and such part of the same bank annuities, whereof no such direction or appointment, as aforesaid, shall be made, in trust for all and every the son and sons, daughter and daughters of the said *A. B.* in the body of the said *C. D.* his intended wife to be begotten as aforesaid, and the children of such sons or daughters, in case any of them shall happen to be then dead leaving issue, in equal shares and proportions (but the child or children of such of the said sons or daughters as shall then happen to be dead, shall be intitled only to the share which his, her, or their father or mother would have been intitled to if living, equally to be divided among such children, if there be more than one, share and share alike, but if but one, then wholly to that one) such share and shares to be paid, assigned or transferred to him, her, or them, as and when he, she and they shall severally attain his, her, or their age or respective ages of twenty-one years, or be married, which shall first happen; in case the said *A. B.* and *C. D.* shall be then dead; but if any such sons and daughters, or the child or children of such sons or daughters, as shall then happen to be dead, shall attain his, her, or their age or ages of twenty-one years, or be married in the lifetime of the aforesaid *A. B.* and *C. D.* his intended wife, or the lifetime of the survivor of them, the share or shares of such sons or daughters, child or children of and in the said sum of 10,000 *l.* three *per cent.* consolidated bank annuities, shall be paid, or assigned and transferred to him, her or them, immediately after the decease of the survivor of them the said *A. B.* and *C. D.* or as soon after as may be, provided always, that if any of such sons or daughters, or the child or children of such sons or daughters, in case any of them shall be dead, shall die before he, she, or they shall attain his, her, or their age or ages of twenty-one years, or be married respectively, then the share or shares of him, her or them so dying as aforesaid, shall, from time to time, accrue and belong to the survivors or survivor, or others or other of such sons or daughters, child or children, but the share or shares of such child or children of a deceased son or daughter, who shall die before he, she or they shall attain his, her or their age of twenty-one years, or be married respectively, shall go, accrue or belong to the survivors or survivor of the children, by the same father or mother, and shall not accrue or survive to such other sons or daughters as are living, child or children of such other sons or daughters as are deceased, unless all the children, by the same father or mother, shall be then dead, and be paid or assigned, and transferred to him, her, or them, if more than one, equally, share and share alike, at such respective time or times, and in the same manner as is herein before declared or expressed, touching his, her and their original share and shares, and in case any of them or others of the said sons or daughters, child or children, shall die before he, she or they shall attain his, her or their age or ages of twenty-one years, or be married respectively, then all and every the accruing or surviving share and shares of such sons and daughters, child and children dying as aforesaid, shall again, from time to time, accrue and together, with his, her or their original share or shares to the then survivors

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survivors or survivor, or others or other of them in manner aforesaid and shall be payable, assignable, and transferable, as and when his her or their original share or shares shall, by virtue of these presents, become payable or assignable to him, her or them.

- * *Limitation of the Trusts of Money, with various Contingent Dispositions between Daughters, not subject to the Controul or Disposition of their Husbands, &c.*

The residue of his estates to be equally divided among his daughters, each part to be put out at interest.

The interest, &c. to be paid to each during life, for her separate use, and after their respective deaths to go to their children by the first husband (except eldest sons).*

Payable to sons at twenty-one. To daughters at twenty-one or marriage; so that they marry with consent. Benefit of survivorship, &c.

AND upon this further trust, that after the raising and advancing of the aforesaid sum of 2500*l.* for the purposes aforesaid, the said trustees, or the survivors or survivor of them, his or their executors, administrators or assigns, shall and do make an equal division of all the rest and residue of the said *Abel Ash's* estate and effects amongst or for the benefit of all the daughters of him the said *Abel Ash*, share and share alike, and pay and dispose of the same accordingly, in such manner, and at such times as are herein after for that purpose mentioned; that is to say, the part and share of each and every of the said daughters to be put and placed out upon some good public or private security or securities, at interest, or laid out, and invested in the purchase of stock in the bank of *England*, *South-Sea Company*, *East India Company*, or of *South-Sea* annuities, or some other good public fund and the interest and annual produce thereof to be paid to such daughters respectively, during their respective lives, for their own sole and separate use, and wherewith their then, or any after taken husband or husbands shall not intermeddle, or have any controuling or disposing power over the same, or any part thereof; nor shall the same be liable to any of their husband's debts or incumbrances, nor shall such husband or husbands be capable of giving receipts for the same, or any part thereof. And after the several and respective deaths of such daughters, their several and respective parts and shares shall go and be paid in manner following; that is to say, the part and share of each such daughter shall and be paid to all and every her children by her first husband (except her eldest or only son for the time being by such husband) to be equally divided amongst them (if more than one) share and share alike; and if but one such child, then to such only child, to and for his or her own use and benefit: The parts and shares of such children, together with such improvement as in the mean time shall be made of the same, to be paid to such of them as shall be a son or sons at his or their respective age or ages of twenty-one years; and to such of them as shall be a daughter or daughters, at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen, provided she or they marry with the advice and consent of the said *Emmeline* wife of the said *Abel Ash*, if then living; and in case she be then dead, with the advice and consent of the said trustees, or the survivors or survivor of them, his executors or administrators; and in case any of the said children (except as aforesaid) shall die before his, her or their respective

share or shares shall become payable; or in case any younger son shall become an eldest son, then, and in either of the said cases the share or shares of him, her or them so dying or becoming an eldest son as aforesaid, shall, together with the improvements thereof, go and be paid to the survivors or survivor, or others or other of such children by the same mother (except as aforesaid) share and share alike, as, and when the original share or shares of such survivors or survivor, or others or other of them shall become payable by virtue of these presents; provided always, that in case all the children of any of the said daughters by her first husband (except as aforesaid) shall happen to die before any of their respective share or shares shall become payable as aforesaid, then the share or shares of such daughter or daughters, together with the improvements thereof, as aforesaid, shall go and be paid to the eldest or only son of such daughter or daughters respectively, by such first husband, at his age of twenty-one years. Provided also, that in case any of the said daughters shall happen to die not having any child or children by her or their first husband or husbands, or having such, all of them shall die before their respective parts or shares shall become payable to them respectively by virtue of these presents, then the share or shares of such daughter or daughters shall go and be paid to all and every her and their respective child and children by any after taken husband or husbands, to be equally divided amongst them (if more than one) share and share alike; and if but one such child of any one such daughter, then the share of such daughter to be paid to such her only child; the parts or shares of the said last mentioned child or children, together with such improvement as in the mean time shall be made of the same, to be paid to such of them as shall be a son or sons, at his or their respective age or ages of twenty-one years; and to such of them as shall be a daughter or daughters, at her or their respective age or ages of twenty-one years, the day or days of marriage, which shall first happen; provided she or they marry with such advice and consent as aforesaid. Provided also, that in case any of the said daughters of the said *Abel Asb* shall die in the life-time of him and the said *Emma* his wife, or of the survivor of them, and shall leave one or more child or children by her or their first husband or any after taken husband or husbands, then, and in such case, the part or share, or parts or shares of the premises, which by virtue of these presents, and the trusts aforesaid, would have come and accrued to such daughter or daughters, and her or their child or children in manner as aforesaid, in case the same daughter or daughters had survived the said *Abel Asb* and *Emma* his wife, shall, together with the improvement in the mean time to be made of the same, go and be paid to such child or children of such daughter or daughters at such times, and in such manner, and upon, and under such contingencies and restrictions, as the same would have been payable to her or their child or children by virtue of the aforesaid trusts, in case such daughter or daughters had survived the said *Abel Asb* and *Emma* his wife; any thing herein contained to the contrary notwithstanding. Provided further, that in case one or more of the three eldest daughters of the said *Abel Asb*, viz. *Letitia Moore* wife of *Matthew Jones* esq; and *Olivia Peers* wife of *Peter Peers*, esq; shall die without any child or children living at her or their respective deaths, or

If all the younger children die, then to the son only.

If daughter of the appointor have no child living, &c. by the first husband, then her children by other husbands may take.

If a daughter dies in the life-time of the appointor and his wife, her children to take as above.

If any of the three eldest daughters die without a child to whom a share shall become payable,

her share to go
to the children
of the others of
those daughters.

If all the three
eldest die with-
out such child,
&c.

their shares to
go to the chil-
dren of the
three youngest
daughters,

If any of the
three youngest
daughters die
without such
child, &c. her
share to go to
the children of
the others of
those daughters,

there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case, the part or share, or parts or shares of the same daughter or daughters, together with such improvement as shall be made of the same in the mean time, from and after the decease of the same daughter or daughters, and failure of her or their child or children as aforesaid, shall go and remain to all and every child or children then living, or then after to be born of the other or others of them the said three last named daughters of him the said *Abel Ash*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of such other or others of the same three daughters would have been payable to her or their child or children by virtue of the trusts aforesaid, if such other daughter or daughters had been then actually dead; the same child or children of every such other or others of the same three daughters shall stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises (together with such improvement as in the mean time shall be made of the same as aforesaid). And in case all of them the said three daughters of the said *Abel Ash* shall die without any child or children living at their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case the parts or shares of all of them the said three eldest daughters (together with such improvement as in the mean time shall be made of the same as aforesaid) shall go and remain to all and every child or children then living, or then after to be born of the three youngest daughters of him the said *Abel Ash*, viz. *Rachael* wife of *Stephen Sims*, esq; *Tabitha* wife of *William Wells*, esq; and *Amey* wife of the reverend *Charles Criss*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of the said three youngest daughters respectively would have been payable to her or their respective child or children by virtue of the trusts aforesaid, if they or any of them the said three youngest daughters had been then actually dead; the same child or children of each of them the said three youngest daughters to stand in the place and stead of his, her or their respective mother or mother, and to have and enjoy his, her or their respective mother or mother's share or shares of and in the premises, together with such improvement as in the mean time shall be made of the same as aforesaid; also that in case one or more of the said three youngest daughters of the said *Abel Ash* shall die without any child or children living at her or their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case the part or share, or parts or shares of the same daughter or daughters, together with such improvement as in the mean time shall be made of the same as aforesaid, shall go and remain to all and every child or children then living, or then after to be born of the other or others of them the said three youngest daughters of the said *Abel Ash*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions

visions, as the share or shares of such other or others of the same three daughters would have been payable to her or their child or children by virtue of the trusts aforesaid, if such other daughter or daughters had been actually dead; the same child or children of every such other or others of the same three daughters to stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises, together with such improvements as in the mean time shall be made of the same as aforesaid. And in case all of them the said three youngest daughters of the said *Abel Ash* shall die without any child or children living at their respective deaths, or there being such child or children; all of them die before their or any of their respective parts or shares shall become payable by virtue of the trusts aforesaid, then, and in such case, the parts or shares of all of them the said three youngest daughters, together with such improvement as in the mean time shall be made of the same as aforesaid, shall go and remain to all and every the said and children then living, or then after to be born of the said three eldest daughters of him the said *Abel Ash*, to be paid at such times, and in such manner, and upon and under such contingencies and restrictions, as the share or shares of the said three eldest daughters respectively would have been payable to her or their respective child or children by virtue of the trusts aforesaid, if they or any of them the said three eldest daughters had been then actually dead; the same child or children of each of them the said three eldest daughters to stand in the place and stead of his, her or their respective mother or mothers, and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premises, together with such improvements as in the mean time shall be made of the same as aforesaid. Provided always nevertheless, that in case all the said six daughters of the said *Abel Ash* shall die without any child or children of them or any of them living at her or their respective deaths, or there being such child or children, all of them die before their or any of their respective parts or shares of the premises shall become payable by virtue of the trusts aforesaid, then, and in such case, the parts or shares of each of the same daughters, together with such improvement as in the mean time shall be made of the same as aforesaid, shall go and remain unto the legal representatives of such respective daughters. If all the six daughters die without such child, &c. their shares to go to their respective representatives.

Limitations in a Settlement, in case of not taking the Settlor's Name, or acquiring other Estates.

PROVIDED always, and it is hereby declared, that the person or persons whom the said *A. B.* shall marry, and the person or persons who shall marry the daughter or daughters of the said *C. D.* by name and bearing his arms. *Proviso for raising the settlor's issue by his arms.* *A. B.* or the survivor of them, and every person and persons by virtue of the limitations herein before contained, or of this proviso of the proviso next herein after contained shall become intitled to the

the possession or to the receipt of the rents and profits of the manors hereditaments and premises hereby granted and released, or expressed and intended so to be, shall and do within the space of one year next after they respectively shall so marry or become intitled to the possession or to the rents and profits thereof, or to the annual sum of money to be charged thereupon, take upon him and them and use in all deeds and writings whereto or wherein he or they shall be party or parties, the surname of *B.* only, and take and use no other surname; and also shall and do quarter the arms of *B.* with his or their own family arms; and shall and do within the space of one year next after he or they respectively shall so marry or become intitled as aforesaid, apply, sue for, and endeavour to obtain an act of parliament or a proper licence from the crown, or take such other means as may be requisite and proper to enable and authorise him and them respectively, to take and bear the said surname and arms of *B.* only; and in case any such person or persons shall refuse or neglect so to take such surname and arms, and to take such proper steps or means as shall be requisite to enable and authorise him and them so to do within the space of two years after such marriage aforesaid, then if the person so refusing or neglecting, shall be the husband of the said *A. B.* the limitation herein before contained, to the use of, or in trust for the said *A. B.* shall cease, determine, and become utterly void, and any annual sum, which by virtue of the proviso for that purpose herein after contained, the said *A. B.* shall have granted, limited or appointed to the use of such husband so refusing or neglecting, and the powers or remedies and term of years for securing the same shall also cease, determine, and become utterly void; and if the person so refusing or neglecting shall be the husband of any of the daughters of the said *G. B.* by the said *A. B.* or of the survivors of the said *G. B.* or *M. B.* the limitation herein before contained to the use of, or in trust for the daughter whose husband shall so refuse or neglect to take, or use the name or use the arms of *B.* as aforesaid, shall cease and determine, and become utterly void, as if such daughter was dead without issue; and if the person so refusing or neglecting, shall be any other, than the husband of the said *A. B.* or such husband of any of the daughters of the said *B.* the limitations herein before contained of the said manors hereditaments to the use of or in trust for him or them so refusing or neglecting, shall cease, determine, and become utterly void, and the manors and hereditaments shall in such case immediately thereupon revert to the person next entitled in remainder under the limitations herein before contained in the same manner, as if the person or persons whose estate shall so cease, determine, and become void, being tenant or tenants for life, was or were dead, or being tenant or tenants in tail was or were dead without issue, without prejudice nevertheless to any jointure or portions, portion or portions, annual sum or annual sums of money, or leases, demise or demises, which before such cesser or determination shall have been granted or demised for, or charged upon any of the hereditaments, in pursuance of any of the powers herein after in this behalf contained, except such annual sum, and the powers or remedies and term of years as shall have been so granted, limited, or appointed by the said *A. B.* as aforesaid; And provided that such cesser or determination of the estate of the said *A. B.* or of any other tenant for life shall not operate to exclude, prevent, or prejudice any of the contents

Proviso for
preserving
contingent
remainders.

remain

remainders herein before limited, to his or her son or sons, or other persons, but that the remainder limited to the said trustees and their heirs, during the life of the said *A. B.* or such other tenant for life, shall, after such cesser or determination take effect and continue, for preserving such contingent remainders, and giving them effect, as they may arise; *And* so, *And provided nevertheless*, that the said trustees and their heirs shall, after such cesser or determination, and during the suspense and contingency of any such then next expectant remainder, receive and apply the rents and profits of the same premises, (which would belong to such tenant for life if such cesser or determination had not taken place, unto such person or persons, and for such intents and purposes, and in the same manner, as under and by virtue of the limitations and provisoes herein before contained, the same would be or have been payable and applicable to, respectively, in case such tenant for life was actually dead, so that the issue of the said *A. B.* or of such other tenant for life, entitled for the time being, under the limitations aforesaid, to the premises in remainder immediately expectant on the decease of the said *A. B.* or of such other tenant for life, may, if then *in esse*, be entitled to receive, to and for his own use and benefit, such rents and profits, during the life of the parent, as if such parent were dead; and in case no such issue be *in esse*, then during the vacancy and contingency of such estate, the person next entitled, for the time being, under the limitations aforesaid, to a vested remainder in the premises expectant on the decease of the said *A. B.* or of such other tenant for life, and failure of such issue, shall and may be entitled to and receive to and for his proper use and benefit, such rents, issues and profits, without any exclusion of or prejudice to the estate, interest or right of any such issue afterwards coming *in esse*, and thereupon becoming entitled to such rents and profits from the time of the birth of such issue respectively, charged nevertheless, and subject, and without prejudice to any such jointure or jointures, portion or portions, annual sum or annual sums of money, with the term or terms of years, remedies and securities for the same respectively, except as herein before excepted, lease or leases and demises, as before such cesser or determination of the estate of the person or persons so next entitled or refusing shall have been limited, settled, appointed, created, devised or demised of or in the said hereditaments hereby granted and released, or any of them, pursuant to and by virtue of the powers herein after for these purposes respectively contained, or any of them; *Provided always*, and it is hereby further declared, that when and so long as any manors, lands, or hereditaments, the clear annual rents, issues and profits of which, after satisfying the interest of the mortgages and other incumbrances, bearing interest then affecting the same, and the charges, and other yearly payments then issuing thereout and charged thereupon, and the average of the deductions to be made thereout in respect of taxes or other parliamentary impositions, shall amount to the sum of 1400*l.* of lawful money of Great Britain, shall descend to any person, who by virtue of the limitations herein before contained, is entitled either in possession or remainder, to the manors and hereditaments hereby granted and released, for any estate for life, or in tail, or in tail, (except the said *A. B.* or any of the issue of her body) and in such case, and so often as the same shall happen, the estate hereby limited to or for the benefit of or in trust for him or them,

*Proviso for shifting the estate in case of the persons entitled acquiring another estate of the value of 1400*l.* a-year.*

and his or their issue, of and in all and every the manors and hereditaments herein before granted and released shall then cease, determine, and become void; and the same manors and hereditaments shall immediately thereupon go to the person and persons next in remainder, expectant on the decease and failure of issue of the person so becoming entitled to such manors and hereditaments of the clear annual value of fourteen hundred pounds, in the same manner as such person or persons so in remainder would take or have taken the same by virtue of the limitation herein before contained, in case he or they so being entitled to such manors and hereditaments of the clear annual sum of fourteen hundred pounds, was or were actually dead without issue, such person or persons so in remainder, conforming or complying with the condition or proviso herein before contained for taking and using the surname and quartering the arms of *B.* as aforesaid, so and provided nevertheless that any such cesser or determination of the estate of the person or persons to whom the said manors or hereditaments of such clear annual value of fourteen hundred pounds shall descend or come, shall not in any wise prejudice or affect any such jointure or jointures, portion or portions, annual sum or annual sums of money, term or terms, remedies or powers for securing the same respectively, lease or leases and demises, before such cesser or determination shall have been limited, settled, appointed, created, granted or demised, of or in the hereditaments here granted and released, or any of them, pursuant to and by virtue of the powers herein after for those purposes respectively expressed or contained or any of them.

Demo

Memorials.

A Lease for a Year.

A Memorial to be registered, pursuant to an act of parliament made in the 7th year of her late majesty queen *Anne*, intuled, An act for the publick registering of deeds, conveyances, wills, and other incumbrances, which shall be made, or that may affect any honours, manors, lands, tenements or hereditaments within the county of *Middlesex*, after the 29th day of *September*, 1709.

Or the Preamble may be shorter, thus:

A Memorial to be registered, pursuant to an act of parliament made and passed for the publick registering of deeds, &c. relating to estates within the county of *Middlesex*. Or, *A Memorial* to be registered pursuant to an act of parliament made for that purpose.

OF an *Indenture*, bearing date the — day of — in the — *A. and B.* year of the reign of our sovereign lord *George* the Second, by the registered at grace of God of *Great Britain, France* and *Ireland*, king, defender half an hour of the faith, &c. and in the year of our Lord — made between *T. Jones* past — in the of the one part, and *R. R.* of — of the other part, pur- forenoon of the — day of — upon the affidavit of *T. Jones*, re- gister. sisting to be a lease for a year, to vest the possession of and concerning of — in the said county of *Middlesex*, late in the tenure of *W.* by occupation of — called or known by the name of — and all build- ings, yards, gardens, back-sides, ways, easements, profits, commodi- ties, and appurtenances whatsoever, to the said premises belonging, or in any wise appertaining, or accepted, reputed or known as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises; Which said indenture of lease is witnessed by *T. A.* of — in the parish of — in the county of — esq; and *J. W.* of — gent. And

is hereby required to be registered, pursuant to the said act, by me the said *J. A.* the grantor. *As witness* my hand and seal, the — day of — 1740.

Signed and sealed in the presence of

A. B.

C. D.

J. A.

Of a Release.

A Memorial to be registered, pursuant to, &c. (as before),

A. and R.
registered at
half an hour
past — in
the forenoon
of the —
day of —
1740, upon
the oath of
Williams, by
T. J. regis-
ter.

AN Indenture dated the — made between *J. A.* of — of the one part, and *R. R.* of — of the other part, purporting to be a release of all and singular the same premisses mentioned in a lease for a year, bearing date the day before the day of the date of the said release, and made between the said *J. A.* of the one part, and the said *R. R.* of the other part; a memorial of which is registered at the same time herewith; which indenture of release is witnessed by *T. A.* of — esq; and *J. W.* of — gent. and is hereby required to be registered by me the said *J. A.* the grantor in the said indenture of lease. *As witness* my hand and seal, this — day of —

Signed and sealed in the presence of

J. A.

Of an Assignment of a Term to attend the Inheritance of the Premises conveyed by the Lease and Release.

A Memorial to be registered, &c. of

AN Indenture of an assignment bearing date, &c. Between, &c. purporting to be an assignment of the rest, residue and remainder of a term of 1000 years, granted to the said — of and in the same premisses, lying and being in — in the county of *Middlesex*, mentioned in an indenture of lease, made between, &c. (i. e. in the lease for year) a memorial whereof is registered at the same time herewith, and which said term is assigned to the said — to attend and wait upon the freehold and inheritance of the said premisses by the said indenture of lease and the release conveyed to the said *R. R.* and which said indenture of assignment is witnessed by, &c.

The Conclusion of a Memorial where the Parties executed the Deeds at several Times.

— Which said indenture quadripartite, as to the execution thereof by the said J. J. is witnessed by O. M. of, &c. and J. B. of, &c. as to the execution thereof by the said J. is witnessed by J. B. G. B. of, &c. and W. S. of, &c. and as to the execution thereof by the said T. is witnessed by W. S. of, &c. the said O. M. and J. M. of, &c. a memorial whereof is hereby required to be registered, pursuant to the said act of parliament by me the said Sir T. W. the grantee in the said indenture. *As witness* my hand and seal this 10th day of June in the year of our Lord one thousand, &c.

Signed, &c.

Of a Bargain and Sale to be inrolled.

A Memorial, &c. (as before)

AN Indenture dated the — made between J. A. of — of the A. and R. one part, and R. R. of — of the other part, purporting a deed registered, of bargain and sale to be inrolled of and concerning the premises men- &c. tioned in a lease for a year, bearing date the day next before the day of (as before.) the date of the said indenture of bargain and sale, (or at the date is) and made between the said J. A. of the one part, and the said R. R. of the other part; a memorial whereof is registered at the same time herewith, (or as the time is) which indenture of bargain and sale is witnessed by J. A. of — and J. W. of — and is hereby required to be registered by me the said J. A. the grantor in the said deed of bargain and sale mentioned. *As witness* my hand and seal, this — day of — Signed, &c. J. A.

Of a Lease for Years.

A Memorial, &c. (as before)

AN Indenture of lease, bearing date the — made between W. C. G. and C. of — of the one part, and J. C. of — of the other part, registered, whereby the said W. C. for the considerations therein mentioned, did &c. demise to the said J. C. All that — situate, lying and being — situate now in the tenure or occupation of the said J. C. To hold for the term of — years, to commence from — at the yearly rent of — of

of — *l.* of good and lawful money of *Great Britain*; which said indenture of lease is witnessed by — and is hereby required to be registered, pursuant to the said act, by me the said *J. C.*, the lessee in the said indenture. *As witness, &c. (as before.)*

Signed, &c. *(as before.)*

J. C.

Of a Mortgage for Years.

A Memorial, &c.

*W. and D.
registered,
&c.*

AN Indenture of mortgage, dated the — made between *W. D.* of — of the one part, and *J. W.* of — of the other part; whereby the said *W. D.* for and in consideration of — *l.* demised unto the said *J. W.* All that — situate and being in — and called or known by the name of — now in the tenure of — To hold unto the said *J. W.* for the term of — years; *Subject nevertheless* to a proviso, that the same shall be void on payment of the sum of — *l.* and lawful interest for the same, on the — day of — 1742, Which said indenture of mortgage is witnessed by — and is hereby required to be registered, pursuant to the said act of parliament, by me the said *W. D.* the grantor is the said deed. *As witness, &c.*

Signed, &c.

W. D.

The Form in the East-Riding of York.

A Memorial to be registered in the office at *Beverly* in the *East-Riding* of the county of *York*, pursuant to an act of parliament made in the sixth year of her late majesty queen *Anne*, for registering deeds, conveyances and wills, and other incumbrances which shall be made of or that may affect any manors, lands, tenements and hereditaments in the *East-Riding* of the county of *York*, after the 29th day of September, 1708.

AN Indenture (purport and declaration of trust touching the said 2000*l.* and interest) bearing date the 27th day of February now last past, and made between *R. W.* of, &c. of the one part, and *E. W.* of, (mother of the said *R. W.*) of the other part; reciting, &c.

In the West-Riding.

A Memorial to be registered in the office at *Wakefield* in the *West-Riding* of the county of *York*, pursuant to an act of parliament made in the second year of the reign of her late majesty queen *Anne*, for registering

gifting all deeds, conveyances and wills, that shall be made of any honors, manors, lands, tenements or hereditaments, within the *West-Riding* of the county of *York*, after the 29th day of *September*, 1708.

It is remembered, That an indenture of bargain and sale for a year, bearing date the 14th day of *May* now last past, and made between,

A Memorial of an Indorsement.

A Memorial, &c.

OF a *Deed Poll* bearing even date herewith, and written upon the back of an indenture *tripartite* of mortgage, bearing date the 3d of *July* 1748, between *S. B.* of *Esq.* of the first part, *M. C.* of the second part, and *J. R.* of *Esq.* of the third part; *Whereby* her reciting, as therein expressed, and for the consideration of 3000 *l.* therein mentioned to be paid by the right honourable *H.* earl of *S.* to the honourable *R. M.* *esq.*; and lady *A. T.* his wife, and the right honourable *G. H.* earl of *L.* by the direction and appointment of the said *R.* *esq.* and the lady *T.* his wife, (testified as therein mentioned) and the said *R. M.* and lady *A. T.* his wife, and every of them, *Did* amongst other things) assign and set over unto *H.* earl of *S.* The piece or parcel of ground, with the messuages or tenements and buildings thereon built, being the same premises comprised in the said indenture *ante*, (a memorial whereof shall be duly registered on the ——— of ——— 17—, Lib —No.—,) *Subject nevertheless* to such equity of redemption, as in the said indorsement, bearing even date herewith mentioned; *Which* same indorsement was sealed and delivered by the earl of *L. R. M.* and lady *T.* and is witnessed by, *&c.* And is required to be registered, pursuant to the said act, by me the said *M. As Witness* my hand and seal this ——— day of ——— 17—

Signed and sealed by the above named
R. M. in the presence of

Another, a shorter.

A Memorial, &c. (as before.)

An Indorsement, dated the ——— day of ——— made from *J. E.* of *E.* and *V.* ——— and *W. V.* of ——— on the back of a mortgage deed, dated registered, ——— and made between the said *J. E.* of the one part, and the said *&c.* of the other part, of and concerning *All* that ——— situate and being

Memorials.

being in — now in the tenure or occupation of J. D. Which said indorsement is witnessed by I. C. of — and R. W. of — and hereby required to be registered by me the said J. E. the grantor: As *Witness*, &c.

Signed, &c.

J. E.

Of a Will.

A Memorial, &c.

J. and L.
registered,
&c.

A Will dated the — made by J. F. of — of and concerning All that messuage and tenement in — late in the tenure and occupation of G. L. (or if the words of the will be general, then of and concerning all the lands, tenements or hereditaments which said J. F. died possessed of in the county of — Which said will witnessed by J. G. of — and T. W. of — and E. F. — This Memorial therefore is desired to be registered, pursuant to the abovesaid act, by me E. L. one of the devisees in the said will mentioned; As *Witness*, &c.

Signed, &c.

E. L.

Of a Judgment.

A Memorial, &c.

G. and W.
registered,
&c.

BETWEEN T. W. gent. plaintiff, and W. G. late of the parish of — in the county of — esq; defendant, on plea of debt for 100 l. for costs 63 s.

I Do hereby certify, that judgment was signed in this cause — day of —

Samuel Clarke

In the King's Bench.

J. G. of — maketh oath, that he saw S. C. esq; the second day of the court of king's bench, sign the certificate of the judgment in memorial above-mentioned.

Sworn the — day of — before —

J. C.

In the Common Pleas.

— That he saw *George Cooke*, esq; chief prothonotary of the court of common pleas, sign the certificate in the memorial above-mentioned:

Or, — That he saw — *Thompson*, esq; second prothonotary of the court of common pleas, sign, &c. Or,

— That he saw *John Borrett*, esq; one of the prothonotaries of the court of common pleas, sign, &c.

In the Exchequer.

— That he saw *T. M.* esq; clerk of the pleas of the court of exchequer, sign, &c.

Of a Statute.

A Memorial, &c.

W. H. of the parish of — in the county of — gent. at the city *H.* and *A.* of *Bristol*, in the county of *Somerset*, before *J. G.* mayor, and registered, *J. W.* clerk, acknowledged himself to owe *W. A.* of the parish of — &c. in the county of — esq; in — l. the — day of —

I Do hereby certify, that the statute above-mentioned was inrolled the — day of —

T. M.

J. M. clerk to Mr. *W. N.* of — gent. maketh oath, that he Sir *T. M.* clerk of the statutes, sign the certificate above-mentioned

Sworn the — day of — before —

J. M.

Of a Recognizance in Chancery.

A Memorial, &c.

R. J. of the parish of — in the county of — esq; before the lord the king in his chancery, acknowledged himself to registered, owe &c.

owe G. P. of ——— merchant, ——— l. dated the ——— day of ———

I Do hereby certify, That the recognizance above-mentioned was enrolled in the high court of chancery the ——— day of ———

By T. J.

W. K. clerk to Mr. J. T. of ——— maketh oath, That he saw M. T. J. sworn clerk to execute the office of enrolment in the high court of chancery, for the county of *Middlesex*, sign the certificate above-mentioned.

Sworn the ——— day of ——— before J. P. W. P.

A Certificate of Mortgage Money being paid.

To the Register for the County of *Middlesex*.

W. and D.
entered the
—— day of
—— upon
the oath of M.
and H. by T.
J. register.

I J. W. of ——— do hereby certify, That W. D. of ——— hath paid and satisfied all such sum and sums of money as were due and owing upon a mortgage made by the said W. D. to me, bearing date the ——— day of ——— and registered at ——— of the clock in the forenoon of the ——— day of ——— following, in full discharge of the same: And I hereby require an entry of such payment and satisfaction to be made pursuant to the act of parliament in that case made and provided: As witness my hand this ——— day of ———

Attested by W. M. of ——— J. H. of ——— J. W.

The Entry of the said Certificate.

W. and D.
registered,
&c.

MEMORANDUM, That upon the certificate of the within named J. W. dated the ——— day of ——— proved by the oath of W. M. of ——— and J. H. of ——— that all monies due on the within mentioned mortgage, are fully paid and satisfied in discharge of the same; this entry in discharge thereof is made pursuant to the said act of parliament ——— day of ———

By Tho. Jones, Register

By the statute 7 Anne, a memorial of all deeds and conveyances, wills and devises in writing, made after the 20th of September, 1709 affect any honors, manors, lands, tenements or hereditaments in *Middlesex* is to be registered, or shall be adjudged fraudulent and void against any subsequent purchaser or mortgagee for valuable considerations; and no

statute or recognizance (other than in the name, and upon account of myself) obtained after that day, to affect my honours, &c. in Middlesex only from the time of entering the memorial at the register's

where there are more deeds than one to a perfect conveyance or security, parcels and places where they lie need only be mentioned in one memorial, the others refer to that.

all requires only the dates, persons names, additions, parcels, witnesses, and their additions and places of abode, to be contained in memorial, but 'tis usual to make a short recital.

all memorials are to be on vellum or parchment; some have them on a six-penny stamp; others without a stamp; the register receives both, to be signed and sealed in common form by one of the grantors or lessors, his or their executors, administrators, guardians or trustees, or by two witnesses; and one of the witnesses to the deed must be a witness to the memorial. who is to make oath of the due execution of both before the register, and also produce the deed, grant, or will, at the same time.

the memorial, certificate and affidavit of a judgment, statute or recognizance, is written on one piece of parchment, with a treble six-penny stamp. If the stamp is necessary.

memorials are to be left in the office, and after they are registered, the register certifies the same upon the back of the deed, which certificate is then in courts of record.

certificates of mortgage money paid (where the memorial is registered and signed by the mortgagee, his executors, administrators or assigns, and by two witnesses, and oath that the money is paid, and of signing the certificate, the register to make an entry thereof in the margin of the memorial against the registry of the memorial, and to file the certificate. The certificate should be on parchment (without a stamp.)

all requires the office hours to be from nine till twelve, and from two till five every day except Sundays and Holy-days.

A Memorial of an Annuity, under the 17th Geo. 3. c. 26.

statute (a) of an annuity, to be registered pursuant to the statute of the seventeenth year of his present majesty's reign, intituled "An Act for registering the grants of life annuities, and for the better protection of infants against such grants.

MEMORIAL of a certain indenture of three parts, made the _____ day of _____ in the present year of our Lord 1791, A. D. of _____ in the county of _____ esq; of the first part, _____ of _____ in the county of _____ esq; of the second part, and E. F. of _____, in the aforesaid county of _____ gent. (and

Act of the 15th year of the reign of his present majesty, c. 26. intituled "An Act for registering the grants of life annuities, and for the better protection of infants against grants," It is enacted, that a memorial of every deed,

(and which said *E. F.* is a trustee therein nominated and appointed on the part and behalf of the said *C. D.*) of the third part, where it was witnessed, that in consideration of the sum of ——— pounds of lawful money of *Great Britain*, by the said *C. D.* to the

deed, bond, instrument, or other assurance, whereby any annuity or rent-charge shall, from and after the passing of the said act, be granted for one or more lives, or for any term of years, or greater estate, determinable on one or more life or lives, shall within *twenty days* of the execution of such deed, bond, instrument, or other assurance, be inrolled in the high court of chancery, and every such memorial shall contain the day of the month and the year, when such deed, bond, instrument, or other assurance bears date, and the names of the parties, and for whom any of them are trustees, and of all the witnesses, shall set forth the annual sum or sums to be paid, and the name of the persons for whose life or lives the annuity is granted, and the considerations of granting the same, otherwise every such deed, bond, instrument, or other assurance, shall be null and void to all intents and purposes.

And also that before any judgment shall be entered of record upon any writ of attorney, for recovering or securing the payment of any annuity or rent-charge, that hath already been granted for one or more life or lives, or for any term of years, or greater estate determinable upon one or more life or lives, before any execution shall be sued out, or action brought on any deed, bond, instrument, or other assurance, shall be inrolled in the high court of chancery, and in case the party shall neglect to inrol the same, any such judgment, action, or proceeding in the actions respectively, shall be null and void.

And also that in every deed, instrument, or other assurance, whereby any annuity or rent-charge shall be granted, or attempted to be granted, the consideration, really and *bona fide* (which shall be in money only) and also the names of the person or persons by whom, or on whose behalf the said consideration, or any part thereof shall be advanced, shall be fully and truly set forth described in words at length, and in case the sum shall not be fully and truly set forth and described, every such deed, instrument, or other assurance, shall be null and void to all intents and purposes.

And also that if any part of the consideration shall be returned to the person advancing the same, or in case the consideration, or any part of it, is paid in advance, if any of the notes, with the privity and consent of the person advancing the same, shall not be paid when due, or shall be cancelled or destroyed without first paid, or if the consideration, or any part of it is paid in goods, or in any other manner, or if any part of the consideration is retained on pretence of answering the future payment of the annuity, or any other pretence; in all and every of the above cases, it shall and may be lawful for the person by whom the annuity or rent-charge is payable, to apply to the court in which any action is brought for payment of the annuity, on judgment entered, by motion to stay proceedings on the judgment or action, and if it shall appear to the court that such practices as aforesaid, or any of them have been used, it shall and may be lawful for the court to order the deed, bond, instrument, or other assurance to be cancelled, and the judgment if any has been entered, to be vacated.

And also that a particular roll shall be provided and kept by the clerks of the court in chancery, or their deputy, on which such memorials shall be entered, and that every such memorial shall be inrolled in order of time as the same shall be brought to the office; And the clerks of the court, or their deputy, shall specify upon the roll, the certain day, hour, and time on which such memorial is brought to the office; and shall grant a certificate of the inrolment of the same, when required, and there shall be paid for the inrolment of every such memorial the sum of one shilling, and no more; in case the same do not exceed two hundred words; but if such memorial shall exceed two hundred words, the

A. B. in hand paid, at or immediately before the sealing and delivery of, the said *A. B.* did give, grant, and confirm unto the said *C. D.* his executors, administrators and assigns, for and during the term of the natural life of the said *A. B.* one clear annuity, yearly charge, or annual sum of one hundred pounds of lawful money of Great Britain, to be issuing, going, and payable, had, received and taken, by and out of and from, and charged and chargeable upon the said lands, tenements and hereditaments therein particularly mentioned and described, with the usual powers of distress and entry; And which said indenture, it was farther witnessed, that the said *A. B.* in consideration of 5*s.* did grant, bargain, sell and demise the said hereditaments therein mentioned and described, and hereby referred to the said *E. F.* to hold the same unto the said *E. F.* his executors, administrators and assigns, from the day next before the day of the date of the same indenture, for a term of 99 years from thence next ensuing, in trust for better securing the due and punctual payment of the said annuity, in manner as in the said indenture is mentioned; And also of a certain bond or writing obligatory under the hand and seal of the said *A. B.* bearing even date with the above mentioned indenture, whereby the said *A. B.* became bound to the said *C. D.* in the sum of ———*l.* on a condition thereunder written for making the same void if the said *A. B.* should yearly, during the term of his natural life, well and lawfully pay unto the said *C. D.* his executors, administrators and assigns, an annuity or yearly sum of ———*l.* at the days and times, and in manner and form as therein mentioned, being the same annuity as in the said indenture and herein before is mentioned; And also of a certain deed poll or warrant of attorney under the hand and seal of the said *A. B.* and bearing even date with the above mentioned indenture and bond respectively, whereby the said *A. B.* did desire and authorise *G. H. I. K.* attorneys of his majesty's court of king's bench, or any other attorney of the same court, to confess a judgment in the said court of king's bench against him the said *A. B.* in an action of debt on the above mentioned bond; And also of a judgment which was duly signed on the ——— day of ——— in this present year 1791, against him the said *A. B.* at the suit of the said *C. D.* in his majesty's court of king's bench, for ———*l.* of debt on the above mentioned bond, and for 63*s.* by virtue and in pursuance of the above mentioned deed poll or warrant of attorney; and which judgment was accordingly entered upon the roll, as of ——— term in the 31st year of his present majesty; And every of which said above mentioned indenture, bond, and warrant of attorney, were each of them respectively executed in the presence of ———*l.* of ——— in the parish of ——— in the city of London, and *W.* of the parish of ——— aforesaid, in the said city of London, who the subscribing witnesses thereto; And the said sum of ———*l.* be-

and proportions of sixpence for every one hundred words, and the like for every certificate and copy given, and the fee of one shilling for every copy in the office, and no more.

ing

ing the consideration money for the absolute purchase of the said annuity, was duly paid to the said *A. B.* by the said *C. D.* in the presence of the said *R. L.* and *G. H.* * in money and notes of the bank of *England*, at or immediately before the execution of the above mentioned bond and warrant of attorney.

J. J.

* If any part of the money be paid in notes, state those notes expressly. *Ex. gratia*, " And the said sum of ———— £. being the consideration money paid for the absolute purchase of the said annuity was paid in manner following, that is to say, the sum of three hundred pounds, part thereof, by the said *C. D.* to the said *A. B.* in the presence of the said *R. L.* and *G. H.* in lawful money of *Great Britain*, at or immediately before the execution of the mentioned indenture, bond, and warrant of attorney; and the sum of ———— being the residue and remainder of the said purchase money, by a certain exchange, drawn, &c. &c." And in like manner state at length the manner of the consideration whatever it be, and how it is made out, fully, clearly, and precisely.

S E

S E C T. I.

Of Mortgages.

See Atkyns's Rep. 520. 447. 2 Atkyns's 2. 53. 107. 331. 435.
(A) Mortgage what.

Mortgage is a pawn or conveyance, for securing the payment of money borrowed and interest, of all one's right or title in lands or goods, on condition to be void on payment of the principal and interest at the day appointed.

He who mortgages or pawns is called the mortgagor or pawnor, and to whom the mortgage or pawn is made is called the mortgagee or pledgee, or tenant in mortgage.

The word *Mortgage* is derived of two French words, *mort*, i. e. dead, and *gage*, i. e. *vadium*, or *pignus*. And is called in Latin, *mutuum vadium*, or *mortgagium*. Co. Lit. 205. a.

A mortgage is so called for two reasons, the first (according to Lit. § 1) is because it is doubtful whether the feoffor will pay the mortgage-money at the day limited, and if he does not pay, then the land pledged upon condition is taken from him for ever, (Note, Littleton cannot mean that the mortgagee shall have a greater estate in the land than the mortgagor had, but that he shall have the like, whether in fee, for life or years) and so dead to him upon condition, &c. And if he pays the money, then the pledge is dead as to the tenant, &c.

And the second reason it is so called, is to distinguish it from that which is called *vivum vadium*. *Vivum autem dicitur vadium, quia cum moritur ex aliqua parte, quod ex suis proventus acquiratur.* If a man borrows 100*l.* of another, and makes an estate of land to him until he has received the said sum of the issues and profits of the land, so that as in this case neither money nor land dies, or is lost, and therefore is called *vivum vadium*. Co. Lit. 205.

All pledges of land are commonly called mortgages, though improperly, as appears by what is said before; for pledges of land are either *vivum vadium*, or *mortuum vadium*.

In the first case the pawnee is let into the receipts and profits of the estate till the money is paid.

And in the latter case, which is more common, the mortgagor holds the lands; and if failure of payment be made, and the mortgagee enters into the lands, yet the mortgagor has an equity of redemption in the court of chancery, and may call the mortgagee to an account for the profits.

But when the mortgagor holds the lands, and the money is not paid at the day, he may bring his bill to foreclose the equity of redemption.

See *Of Conditions in Deeds* before, &c.

A mortgage is the same thing as the *hypotheca* of the civilians, and may be defined a pledging of lands or other immoveable thing for money lent in such manner that the profit or *usufructus* of the thing pledged remains with the debtor till such time as default is made in payment of the money at the time appointed. *Abr. Ca. Eq.* 310, 311.

A mortgage is but a revocation *pro tanto*. 2 *Ld. Raym.* 968.

(B) *How a Mortgage is made.* See 2 *Burr. Rep.* 941.

IT is usually made by a lease for a long term of years, by lease and release, by assignment, bargain or bill of sale, &c. of which see variety of forms referred to in the index.

A mortgage may be made without a covenant or bond for payment of the money. *Will.* 270.

(C) *What shall be a good Mortgage.*

IF *A.* agrees for a valuable consideration to convey lands to *J. S.* and afterwards makes a mortgage for a valuable consideration and without notice, the mortgagee shall hold his mortgage against the intended purchaser. *Will.* 277.

Where a first mortgagee is a witness to a second mortgage, though there is no actual proof of his knowing the contents thereof, yet from the presumption is that he might have known the same, this shall postpone him. *Will.* 394.

It is a general rule in chancery, that once a mortgage and always a mortgage.

(D)

Of usurious Mortgages. See 2 Burr. Rep. 716. 2. Atk. Rep. 393.

Hazardous bargains are not always set aside in a court of equity, for they may be fair; and it is only upon the circumstances of fraud, or being extremely unreasonable, that they can be overthrown. But bargains of this kind will be assisted in equity, though there are not sufficient grounds to set them quite aside. *Vide Vern. 271. 2 Chan. Ca. 136, 137. 2 Vern. 15.*

And regularly the party who comes to be relieved must restore the money paid, &c. according to that maxim in equity, *He who would have equity must do equity.* A person intitled to an estate after the death of two old lives, took 330*l.* to pay 700*l.* when the lives should die, and the estate fell, and mortgaged the estates by way of security; no relief was had against this bargain, though both the lives died within 20 years. And the Lord Keeper said, Suppose these lives had lived so long, could the other party have relief in equity? No; there is no precedent for it. *1 Vern. Rep. 141, 142.*

P. being possessed of a reversionary term for thirty six years, to commence in the year 1700, of the value of about 200*l. per annum* when the estate should fall, in the year 1683, borrowed of *D.* 200*l.* as a security for which *P.* assigned his term to *D.* defeasanced to be void on payment of 40*l. per ann.* for eight years. *P.* brought his bill to redeem, paying principal, interest and costs; and the defendant insisted on the benefit of his bargain, having lent his money on such a remote reversion. The court decreed a redemption on payment of the 200*l.* with simple interest at 6*l. per cent.* because the security is as usurious as against conscience. *2 Vern. 402.*

(E) *What shall be taken as a new Mortgage.*

A new mortgage assigned to another ought to be taken as a new mortgage, but no assignee of a mortgage shall be in a better condition than the mortgagee, unless the mortgagor comes into the assignment. *3 Ch. Rep. 79. Chan. Ca. 218.*

A second mortgage of lands has been decreed where a former was void and defective, the land being still chargeable with the debt in equity. *Rep. Time Finch 29. 2 Vern. 554.*

(F) *What shall affect a second Mortgage, or not.*

It has been held that if a prior mortgagee conceals and denies his mortgage to a second mortgagee before he lends the money, the second mortgagee in equity shall stand charged in the first place for the second mortgagee's debt. *Rep. Time Finch 29. 2 Vern. 554.*

Where the first mortgagee is a witness to the second mortgage, though it does not appear that he actually knew the contents of the second mortgage; yet since the presumption is that he might have known the same, this shall give a preference to the second mortgage. *2 Will.*

If a man lends money on a mortgage, and the scrivener who was trusted to draw the mortgage deed had notice of a prior mortgage, notice shall affect the second mortgagee. *2 Vern. 574.*

A mortgaged a great part of his estate for 50*l.* and afterwards came a lunatick, and his committee transferred this mortgage and put up 400*l.* more upon it; and Lord Chancellor declared the mortgage should stand as a security for the 50*l.* only. *Vern. 262.*

(G) *Of buying in old Incumbrances to protect Mortgagees.*

THERE was first, second and third mortgagees, who had lent their money without notice; the third mortgagee, being of the two former securities, buys in the first incumbrance, viz. a payment that was satisfied, and he was allowed the benefit of it to protect his own security, though it was strongly insisted to be against conscience and contrary to equity. This point was settled in the case of *M. and Lee*, wherein the court decreed that a mortgagee may protect his mortgage by getting in an old incumbrance, though nothing be due on it. *Vern. Rep. 187, 188. Chan. Ca. 162. 2 Vent. 387. H. 173.*

A mortgagee buying in a precedent security of the lands containing his mortgage, and other lands, shall hold against a middle mortgage of those lands till all due on both securities be paid and satisfied. *Chan. Ca. 201, 202.*

But when only part of the lands are mortgaged to the first, and the whole to the second, and after to the third, if the third mortgagee buys in the first title, it shall protect only that part which is first in mortgage. *2 Vent. 339.*

So a purchaser or mortgagee coming in upon a valuable consideration without notice, and then purchasing in a precedent incumbrance, shall protect his estate against any person that has a mortgage subsequent to the first, though before the last mortgage; and though he purchases the incumbrance after notice of a second mortgage. *2 Vent. 339.*

In these cases a bill may be brought to compel the middle mortgagee to redeem, or be foreclosed if he does not pay off both securities.

If a man lends 600*l.* on a mortgage, and afterwards discovering the estate is pre-mortgaged to *J. S.* he gets in an old satisfied incumbrance, and brings his bill against *J. S.* to redeem or be foreclosed, he needs not prove the actual payment of any money for such precedent incumbrance, the having the deed or an acquittance being sufficient, though it is objected that *J. S.* is equally a purchaser with him. *Vern. 279.*

If a prior mortgage or statute be brought in, pending a bill brought by *A.* against the mortgagor, and *B.* who buys in such precedent mortgage or statute to foreclose, tho' this purchase be *pendente lite*, it will protect *B.* he being at liberty to do what he can for his own benefit. *2 Vern. 29. See Mod. Ca. in Law and Eq. 153.*

But where *A.* made a mortgage to *B.* and afterwards a commission of bankruptcy was taken out against him, and the commissioners appointed to manage the estate of the bankrupt were appointed, the mortgage was void.

gment of the estates, and then C. lent the bankrupt 2000*l.* on a second mortgage having no notice of the first, though he afterwards got the first mortgage; yet it was held by two lords commissioners against him, that this prior mortgage should not protect the mortgage subsequent to the bankruptcy, for every one is bound to take notice of a commission of bankruptcy. 2 *Vern.* 157. 160.

And though a purchaser or mortgagee may buy in an incumbrance, he may hold on any plank to protect himself; yet he shall not protect himself by the taking a conveyance from a trustee after he had notice of the trust, for by taking such conveyance he becomes the trustee himself. 2 *Vern.* 271.

Third mortgagee buying the first should be prior to the second. 4, 689.

(H) *In what Order Mortgages, Judgments, &c. are to be paid.*

Mortgages have been decreed to be paid to creditors before judgments and recognizances, &c. but on appeal to the lords, it was adjudged that mortgages should not be preferred to other real incumbrances; but mortgages, judgments, statutes, &c. should take place and be paid according to priority. 2 *Vern.* 525.

If lands are devised in trust to pay mortgages in the first place, and then legacies, and the trustee is made executor who mortgages the lands for other debts, the last mortgage shall be paid before the legacies.

(I) *How Mortgagee must be satisfied where the Premises fall short.*

Lainiff lent a sum of money on the mortgage of some houses, and had a bond for payment of the money; afterwards he lent a further sum on the equity of redemption, and had a bond for that likewise; afterwards the mortgagor became a bankrupt, and by some accident the value of the houses sunk so much that they were not sufficient to pay the money first lent: A bill was brought to have them sold, and the proceeds to go to so much as they fall short to answer the first mortgage money, the mortgagee might come in upon his bond as a creditor; whereupon it was decreed; and as to the other sum lent upon the equity, which was worth nothing, it must stand singly upon the bond. *Abr. Ca. Eq.*

(K) *Where Mortgage Money is presumed to be satisfied.*

Mortgage money shall be presumed to be satisfied on a sleeping mortgage where the lands go into other hands by purchase, and a receipt is given of the mortgage, &c. and the deed of mortgage that was given up and cancelled. Also relief has been given in equity in an old mortgage where no demand was made upon it in 40 years, and the mortgagor decreed to hold the lands and a vacant to be paid on the inrolment of the mortgage. *Chan. Rep.* 105, 106.

(L) *To whom Mortgage Money shall be paid on Death of Mortgagor, and to whom Mortgages shall descend.*

ALL mortgages ought to be looked on as part of the personal estate, and on the death of the mortgagee the money shall be paid to the executor, (*because the mortgage money came first out of the personal estate, and therefore should return thither again*) except the mortgagee in his life-time or by his last will do otherwise declare and dispose of the same. *Chan. Ca. 286. See Max. Eq. 21, 22. Abr. Ca. Eq. 327.*

A forfeited mortgage in fee has been decreed to be personal estate and to belong to the executor and not to the heir. *Chan. Rep. 2 Vern. 412.*

But where a mortgage in fee was devised to daughters and their heirs &c. the court held, that although it was a mortgage as between mortgagor and mortgagee, yet the testator's intent was, that it should pass to his daughters as a real estate to them and their heirs, and not as a personal estate, and so decreed it to descend. *Vern. 582, 583.*

So where a mortgagee in fee entered for a forfeiture, and after many years enjoyment sold the land to J. S. and his heirs; *per cur.* the estate shall not be looked on to be a mortgage in the hands of J. S. but shall be made it part of his personal estate, but shall be for the benefit of the mortgagee. *Vern. Rep. 271.*

(M) *What shall be accounted Principal, and what Interest, and what shall carry Interest, and what the Mortgagee is accountable for.*

A Mortgagee had assigned his mortgage, and the question was what was really due to the mortgagee when he made his assignment, for principal and interest, and paid him by the assignee, should be taken as principal, or so much only as the mortgagee first lent; which it was decreed, that all money actually paid by the assignee was due to the mortgagee, should be principal from the time of the assignment, but the account between the mortgagee and assignee was to conclude the mortgagor. *Chan. Ca. 67, 68.*

Where a mortgagor signs an account, whereby so much is acknowledged to be due for interest, this will not carry interest, unless the mortgagor by some letter or writing under his hand agrees to make it principal. *Will. 653.*

Equity apportiones interest due upon a mortgage. *2 Will. 176.*

If a mortgage be twenty years old, it is generally said, that the mortgagee shall have no interest on interest in equity; but in the case of *Howard and Harris*, the Lord Keeper was of opinion, and accordingly decreed, that as to so much interest as was reserved in the deed of

age being 60*l.* a year payable for 1000*l.* principal money, that should be accounted principal and carry interest, because it being ascertained by the deed, action of debt would lie for it, and therefore there ought to be damages for non-payment. *Vern.* 194, 195.

It is a rule that a mortgagee of a mortgage forfeited shall have interest for his interest, and shall be only accountable for what profits he has received, and not for what he might have received except there were fraud; and it was always the rule that the mortgagee assigning, the assignee shall have interest for the interest then due. *Chan. Ca.* 258.

J. S. mortgaged his estate to the plaintiff and died, leaving defendant his daughter and heir, who was an infant, and had nothing to subvert but the rents of the mortgaged estate, and the interest being suffered to run in arrear, the plaintiff threatened to enter on the estate unless his interest might be made principal; upon which the defendant's father with the privity of her nearest relations stated the account, and the defendant herself (who was then near of age) signed it; and the account being admitted to be fair, it was held, though regularly interest should not carry interest, yet that in some cases and upon some circumstances it would be injustice if interest should not be made principal, and rather in this case, because it was for the infant's benefit, who without this agreement would have been destitute of subsistence. *Abr. Ca.* 287.

But if a mortgage be forfeited, and the mortgagee refuses to receive the money due from the mortgagor on tender, he shall lose his interest from the time of the tender. *Chan. Ca.* 29.

(N) Who may redeem Mortgages,

Y Stat. 4 & 5 *W. & M. c.* 16. §. 4. it is enacted, That if it so happen there be more than one mortgage at the same time by one person or persons, to any person or persons, of the same lands and tenements, the several late or under mortgagees, his, her, or their heirs, executors, administrators or assigns, shall have power to redeem the former mortgage or mortgages upon payment of the principal debt, interest, and costs of suit to the prior mortgagee or mortgagees, his, her, or their heirs, executors, administrators or assigns; any thing therein contained to the contrary thereof in any wise notwithstanding.

A bill was exhibited by the creditors of a mortgagor to have the estate sold for the payment of their debts, pending which suit the mortgagee obtained a decree to foreclose the mortgagor of the equity of redemption: it was decreed that the creditor should redeem upon payment of the principal, interest and costs to the mortgagee. 8, 9 *Mod.* 153.

A second mortgagee may redeem a first mortgage; also creditors on a bill, &c. have been decreed to redeem mortgages towards satisfaction of their debts. 2 *Ch. Rep.* 396.

One who comes in by a voluntary conveyance may redeem a mortgage. *Vern.* 193.

Admitted

Admitted he who comes to redeem a mortgage must shew a title. *Vern.* 182.

If a man enters into a bond in which he binds himself and his heirs and dies, leaving a real estate to descend to his heir, subject to a mortgage for years, and the heir sells the equity of redemption, the obligor cannot redeem the mortgage without first having a judgment at law. *Abr. Ca. Eq.* 315.

A. gives a bond to his intended wife to leave her 1000*l.* if she survive him; the marriage was had, and *A.* died, leaving a freehold and copyhold estate in mortgage; and it was held, that the wife should redeem both estates, and hold over till she was satisfied. 2 *Vern.* 480.

(O) *Of what a Bill in Equity may or may not be to redeem.*

A Bill in equity will not lie to redeem a mortgage of chambers or the inns of court, but the plaintiff must apply to the bench or the judges of the society; *scilicet* if on application to the bench they refuse the plaintiff to his remedy in equity. *Will.* 511.

(P) *Where one of two Things mortgaged, or Mortgage or Bond can be redeemed without the other.*

IF *A.* mortgages his tenement for 200*l.* to *B.* and afterwards mortgages his manor of *C.* to *B.* likewise for 300*l.* The first mortgage being deficient in point of value, it was held, that if *A.* will redeem one, he must both. 2 *Vern.* 286.

Where there is a debt secured by mortgage, and likewise a debt, the mortgagor or his heir shall not be admitted to redeem the mortgage without paying the bond debt too, if the heir be bound. *Chan. Rep.* 23. *Vern.* 244. 2 *Vern.* 177. *Abr. Ca. Eq.* But see 2 *Stra.* 1107. *Andr.* 341.

And if a man makes two mortgages of several lands, and dies, one of the mortgages is of an intailed estate, or deficient in value, the heir of the mortgagor shall not redeem one without redeeming the other. 2 *Vern. Rep.* 207.

(Q) *Where a new Term is subject to the old Redemption.*

ONE possessed of a renewable term mortgages it to *J. S.* who takes a new term from the original landlord, to commence after the old one; this new term shall be subject to the old equity of redemption. *Will.* 511.

(R)

(R) What a Mortgagor, &c. is liable to pay on Redemption.

If a man has a debt owing to him by mortgage, and another by bond from the same person, he cannot tack them together against the mortgagor, but he shall be let into a redemption on payment of the mortgage only; but the heir in such a case shall not be let into a redemption without paying both, because the land in his hands is chargeable with the bond even at law; and since the statute against fraudulent sales, the devisee of the equity of redemption is in the same case with the heir, and cannot redeem without payment of both, because the statute makes such devise void as against creditors, and then the devisee stands in the same place as the heir must have done if no devise had been made; but before that statute such devisee would not be liable to the bond debt. *Abr. Ca. Ab. 325.*

A. mortgaged his estate to B. and then resigned the equity of redemption to C. afterwards D. obtained a judgment against A. and B. the mortgagee assigns to D. his mortgage, and then C. tenders the money due to D. who had notice of the assignment of the equity of redemption upon his first purchasing in his first mortgage: It was resolved that C. should redeem, paying only the money due on the mortgage, and not what was due on the judgment, because the equity of redemption was never bound by the judgment, for the judgment was not considered so as to become a real lien upon the estate at the time when this equity was assigned, and therefore the judgment could never charge or affect it; and consequently C. purchased an estate not bound by the judgment, and by consequence the judgment-creditor by purchasing in the prior mortgage could never defeat the interest of C. It was also determined, that if a person who had a first mortgage should, without the consent of the mortgagor, purchase in a subsequent judgment, that the mortgagee or assignee of the equity of redemption should not be obliged to pay the money due on both securities in order to redeem, unless such transactions of the mortgagee was only to load the estate without the consent of the owner when he had no prospect of bettering his own security. *Abr. Ca. Eq. 326.*

Proceedings on a mortgage may be staid without payment of a bond. *1107. Andr. 341.*

(S) In what Time Redemption must be made.

No clause can confine the equity of redemption of a mortgage to the life-time of the mortgagor, or to him and the heirs male, or the heirs only of his body. *Will. 269.*

The plaintiff's grandfather in 1686, mortgaged the estate in question, at 10l. per ann. for securing 100l. in 1696; this mortgage was assigned

assigned to defendant, who was let into possession, and continued ever since, and is now about ninety years old: the mortgagor died several years since, leaving the plaintiff's father his eldest son of full age, who likewise died in 1714, leaving the plaintiff his son and heir the about twelve years of age, who brought his bill for a redemption, but was dismissed: and the Lord Chancellor ordered it to be entered down as one of the reasons for dismissing the bill, that the plaintiff had no remedy by ejectment at law to recover the possession, being barred by the statute of limitations, and he thought that a reasonable ground for the court to follow as to the redemption in equity. *Abr. Ca. Eq. 315.*

But see the first of *Will. Rep. 271.* where if a mortgage was made ever so many years since, yet if the mortgagor, and those claiming under him, had continued to pay interest, the length of time was in such case no objection to the right of redemption. See *Abr. Ba. 313, 317.*

No agreement in a mortgage can make it irredeemable in equity, after the death of the mortgagor, &c.

And where a mortgage was made redeemable during the mortgagor's life only, the Lord Chancellor decreed that the heir should redeem. *Chan. Rep. 127. Vern. Rep. 7, 8. 190.*

In *Pearson's* case the Lord Keeper said, he would have a rule to admit to what time a mortgage should be redeemable; and he conceived twenty years to be a fit time, in imitation of the statute of limitation of real actions. *Chan. Ca. 102.*

But a mortgagor was allowed to redeem a mortgage after fifty years the length of time being excused by infancy, coverture, an account made up thirty years before, &c. Though this has been denied in like case by reason of the difficulty of the account and great length of time. *2 Vern. 377, 418.*

A mortgagor had liberty to redeem before the day of payment limited in the deed of mortgage, where the land was conveyed to the mortgagee conditionally at so much rent, and the increasing rent exceeded the interest of the money; and although the equity of redemption of lands mortgaged was foreclosed by decree signed and enrolled, and a purchase made upon it, yet another person was permitted to redeem on the extraordinary circumstances of the case. *Vern. Rep. Time Finch 406. 409.*

(T) *Where a Mortgagor concealing a former Incumbrance shall lose Equity of Redemption.*

BY stat. 4 & 5 W. & M. c. 16. intituled, *An act to prevent frauds by clandestine mortgages, it is recited, (§. 1) That where great frauds and deceits are too often practised by necessitous and disposed persons, in borrowing of money, and giving judgments, covenants and recognizances privately for securing the repayment of the money; and the same persons do afterwards borrow money upon*

ity of their lands of other persons, and do not acquaint the latter lender thereof with the same, whereby such late lender is very often in danger to lose his whole money, or forced to pay off the debts secured by the said judgments, statutes and recognizances, before they can have any benefit of the said mortgages: And whereas divers persons do many times mortgage their lands more than once, without giving notice of their first mortgage, whereby lenders of money upon second or after mortgages do often lose their money, and are put to great charges in suits and otherwise. *And*

(§. 2.) *For remedy whereof, and preventing the same as much as may be for the future, it is enacted,* That if any person from and after the first day of May 1693, shall borrow any money, or for any other valuable consideration for the payment thereof voluntarily give, acknowledge, permit or suffer to be entered against him or them, one or more judgment or judgments, statute or statutes, recognizance or recognizances, to any person or persons, creditor or creditors; and if the said borrower or borrowers, debtor or debtors, shall afterwards take up or borrow any other sum or sums of money of any other person or persons, or for other valuable considerations become indebted to such person or persons, and for securing the repayment and discharge thereof, shall mortgage his, her or their lands and tenements, or any part thereof, to the said second or other lender or lenders of the said money, creditor or creditors, or to any other person or persons in trust for or to the use of such second or other lender or lenders, creditor or creditors, and shall not give notice to the said mortgagee or mortgagees of the said judgment or judgments, statute or statutes, recognizance or recognizances in writing, under his, her or their hand or hands, before the execution of the said mortgage or mortgages, unless such mortgagor or mortgagors, his, her or their heirs, upon notice to him, her or them given by the mortgagee or mortgagees of the said lands and tenements, his, her, or their heirs, executors, administrators or assigns, in writing under his, her or their hands and seals, attested by two or more sufficient witnesses, of any such former judgment or judgments, statute or statutes, recognizance or recognizances, shall within six months pay off and discharge the said judgment or judgments, statute or statutes, recognizance or recognizances, and all interest and charges due thereupon, and cause or procure the same to be vacated or discharged by record; that then the mortgagor or mortgagors of the said lands and tenements, his, her or their heirs, executors, administrators or assigns, shall have no benefit or remedy against the said mortgagee or mortgagees, his, her or their heirs, executors, administrators or assigns, or any of them, in equity or elsewhere, for redemption of the said lands and tenements, or any part thereof, but the said mortgagee or mortgagees, his, her or their heirs, executors, administrators and assigns, shall and may hold and enjoy the said lands and tenements for such estate and term therein as were or was granted and settled to the said mortgagee or mortgagees, against the said mortgagor or mortgagors, and all person and persons lawfully claiming from, by or under him, her or them, freed from equity of redemption, and as fully to all intents and purposes whatsoever as if the same had been purchased absolutely and without any power or liberty of redemption.

(§. 3.) *And*

(§. 3.) And it is further enacted, That if any person or persons who have or hath once mortgaged, or from and after the said first day of May shall mortgage any lands or tenements to any person or persons for security of money lent, or otherwise accrued or become due, or for other valuable considerations; and if the said mortgagor or mortgagors shall again mortgage the same lands or tenements, or any part thereof to any other person or persons for valuable considerations, (the said former mortgage being in force, and not discharged), and shall not discover to the said second or other mortgagee or mortgagees, or some one of them, the former mortgage or mortgages in writing under his or their hands, that then and in those cases also the said mortgagor or mortgagors, his, her or their heirs, executors, administrators or assigns, shall have no relief or equity of redemption against the said second or after mortgagee or mortgagees, his, her or their heirs, executors, administrators and assigns, upon the said after mortgage or mortgages; but that such mortgagee or mortgagees, his, her or their heirs, executors, administrators and assigns, shall and may hold and enjoy such more than once mortgaged lands and tenements, for such estate and term therein as were or was granted and conveyed by the said mortgagor or mortgagors against him, her or them, his, her or their heirs, executors or administrators respectively, freed from equity of redemption, and as fully to all intents and purposes as if the same had been an absolute purchase, and without any other power or liberty of redemption.

(§. 4.) See it under the head of redeeming mortgages.

(§. 5.) Provided always, that nothing in this act contained shall be construed, deemed or extended to bar any widow of any mortgagor lands or tenements from her dower and right in or to the said lands who did not legally join with her husband in such mortgage, or otherwise lawfully bar or exclude her from such her dower or right.

(U) *Where a Court at Law may relieve the Mortgagor (Ejectment of the Land, Actions on the Bonds for the Mortgage Money, Bill of Foreclosure, &c. being brought) on payment of Principal, Interest & Costs.*

BY Stat. 7. Geo. 2. c. 20. intituled, *An act for the more easy redemption and foreclosure of mortgages*, (§. 1.) it is recited, That whereas mortgagees frequently bring actions of ejectment for the recovery of lands and estates to them mortgaged, and bring actions on bonds given by mortgagors to pay the money secured by such mortgages, and for performing the covenants therein contained, and likewise commence in his majesty's courts of equity to foreclose their mortgagors from redeeming their estates, and the courts of law where such ejectments are brought, have not power to compel such mortgagees to accept the principal monies and interest due on such mortgages, and costs, or to release such mortgagees from proceeding to judgment and execution in such actions; but such mortgagors must have recourse to a court of equity.

for that purpose, in which case likewise the courts of equity do not give relief until the hearing of the cause: *And for remedy thereof, and to obviate all objections relating to the same, it is enacted, That from and after the first day of Easter term 1734, where any action shall be brought on any bond for payment of the money secured by such mortgage, or performance of the covenants therein contained; or where any ejectment shall be brought in any of his majesty's courts of record at Westminster, or in the court of great sessions in Wales, or in any of the superior courts in the counties palatine of Chester, Lancaster or Durham, by any mortgagee or mortgagees, his, her or their heirs, executors, administrators or assigns, for the recovery of the possession of any mortgaged lands, tenements or hereditaments; and no suit shall be then depending in any of his majesty's courts of equity, in that part of Great Britain called England, for or touching the foreclosing or redeeming of such mortgaged lands, tenements or hereditaments, and who shall appear and become defendant or defendants in such action, shall at any time pending such action pay unto such mortgagee or mortgagees, or in case of his, her or their refusal, shall bring into court where such action shall be depending, all the principal monies and interest due on such mortgage, and also all such costs as have been expended in any suit or suits at law or in equity upon such mortgage, (such money for principal, interest and costs, to be ascertained and computed by the court where such action is or shall be depending, or by the proper officer, by such court to be appointed for that purpose), the monies to be paid to such mortgagee or mortgagees, or brought into such court, shall be deemed and taken to be in full satisfaction and discharge of such mortgage; and the court shall and may discharge every such mortgagor or defendant of and from the same accordingly; and shall and may by rule or rules of the same court compel such mortgagee or mortgagees, at the costs and charges of such mortgagor or mortgagors, to assign, surrender or recover such mortgaged lands, tenements, or hereditaments, and such estate and interest as such mortgagee or mortgagees have or hath therein, and deliver up all deeds, evidences and writings in his, her or their custody, relating to the title of such mortgaged lands, tenements and hereditaments, unto such mortgagor or mortgagors who shall have paid or brought such monies into the court, his, her, or their heirs, executors or administrators, or to such other person or persons, as he, she or they shall for that purpose nominate or appoint.*
 Equity will oblige the mortgagee to suffer the mortgagor to present to him. *Sira. 403.*

Where a Court of Equity may make a Decree on a Bill of Foreclosure before the Suit shall be brought to a regular Hearing.

AND by the said act (§. 2.) it is enacted, that from and after the first day of Easter Term 1734, where any bill or bills, suit or suits, shall be filed; commenced or brought in any of his majesty's courts of equity, in that part of Great Britain called England, by any person

person or persons having or claiming any estate, right or interest in any lands, tenements or hereditaments, under or by virtue of any mortgage or mortgages thereof, to compel the defendant or defendants in such suit or suits having or claiming a right to redeem the same, to pay the plaintiff or plaintiffs in such suit or suits the principal money and interest due on any such mortgage; or the principal money and interest due on such mortgage together with any sum or sums of money due on any incumbrance or specialty charged or chargeable on the equity of redemption thereof; and in default of payment thereof to foreclose such defendant or defendants of his, her or their right or equity of redeeming such mortgaged lands, tenements or hereditaments; such court and courts of equity where such suit or suits shall be depending, upon application made to such court by the defendant or defendants in such suit, having a right to redeem such mortgaged lands, tenements or hereditaments, and upon his or their admitting the right and title of the plaintiff or plaintiffs in such suit, may and shall at any time or times before such suit or cause shall be brought to a hearing, make such order or decree therein as such court or courts might or could have made therein in case such suit or cause had then been regularly brought to hearing before such court or courts; and all parties to such suit or suit shall be bound by such order or decree so made, to all intents and purposes, as if such order or decree had been made by such court at or subsequent to the hearing of such cause or suit; any usage to the contrary thereof in any wise notwithstanding.

And by §. 3. it is provided, That this act, or any thing herein contained, shall not extend to any case where the person or persons against whom the redemption is or shall be prayed, shall (by writing under his, her or their hands, or the hand of his, her or their attorney, agent or solicitor, to be delivered, before the money shall be brought into such court at law, to the attorney or solicitor for the other side) insist either that the party praying a redemption has not a right to redeem, or that the premises are chargeable with other or different principal sums than what appear on the face of the mortgage, or shall be admitted on the other side, nor to any case where the right of redemption to the mortgaged lands and premises in question in any cause or suit shall be controverted or questioned by or between different defendants in the same cause or suit; nor shall be any prejudice to any subsequent mortgagees or mortgagees, or subsequent incumbrancers; any thing in this act contained to the contrary thereof in any wise notwithstanding.

Decree to foreclose tenant in tail shall bind his issue in an equity redemption, because this is a right set up only in a court of equity, so may be here extinguished. *Chan. Ca.* 220.

Yet if there be an infant in the case, he ought not to be foreclosed without a day to shew cause after he comes of age; but the court may decree the lands to be sold to pay debts, and that will bind the infant. *Vern. Rep.* 295.

If an annuity be granted out of lands redeemable on payment of money, the grantor cannot be foreclosed of the land, but he may of the redemption of the annuity. *Vern.* 209, 210.

X) Of Reconveyance of Mortgage on Payment of the Money. See before the Stat. 7. Geo. 2. c. 20.

ON a bill to compel a re-assignment of a mortgage from the 25th of September 1722, there having been then a tender made of 1000 l. principal and interest; it appeared that on the day before the 25th of March 1722, the mortgagor gave personal notice in writing to the defendant the mortgagee, that he would tender the money and interest between the hours of ten and twelve in the morning, at *Lincoln's-Inn Hall*, on the 25th of September 1722, which accordingly was done. It was objected, that *Lincoln's-Inn Hall* was not named in the proviso of the mortgage deed as the place for the payment of the money, and therefore the tender must be to the person. By Lord Chancellor: The money being lent in town, and after personal notice given for the payment thereof, and no objection made by the mortgagee to the place at the time of the notice, it would be very hard to make the mortgagor travel with this great sum of money where the mortgagee lived; but in this case it ought to appear that the mortgagor from that time always kept the money ready; whereas the contrary thereof being proved that the mortgagor was not ready to pay it, therefore the interest must run, and decreed the defendant to re-assign. 2 Will. 378.

A deed was in nature of a mortgage, with covenant to re-convey on paying the money, which was tendered at the day and place, and refused: The money without interest from the tender, and to re-convey the land, &c. was decreed; but that the plaintiff ought to make oath that the money was kept, and no profit made of it. 2 Chan. Ca. 206. The statute of limitations is no bar to ejectment on a mortgage where the interest has been paid. *Ld. Raym.* 740.

P R E C E D E N T S O F

Mortgages.

A Mortgage of a Messuage, &c. for a Term of Years.

THIS Indenture made the — day of — in the — year of the reign of — and in the year of our Lord — Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *Witnesseth*, that the said *A. B.* for and in consideration the sum of — of lawful money of *Great Britain*, to him in hand paid by the said *C. D.* at and before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, *Have* granted, bargained and sold, and by these presents do grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, *All* that messuage, &c. [*Here describe the premises after the manner before described in leases.*] And also the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and of every part and parcel thereof with the appurtenances; *To have and to hold* the said messuage, &c. and premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the day before the day of the date of these presents for and during, and unto the full end and term of five hundred years from thence next ensuing and fully to be compleat and ended; *To hold and paying* therefore yearly during the said term, at or upon the feast day of — one pepper-corn, if demanded: *Provided*, and the presents are upon this condition, and it is the true intent and meaning hereof, and of the said parties hereunto, that if the said *A. B.* his executors or assigns, do and shall well and truly pay, or cause to be paid, unto the said *C. D.* his executors, administrators or assigns, the full sum of — of lawful money of *Great Britain*, with legal interest for the same on or before the — day of — next ensuing the day of the date hereof, without any deduction, defalcation or abatement whatsoever, for, or by reason of any taxes, assessments or impositions whatsoever either ordinary or extraordinary, already imposed or hereafter to be imposed on the said premises, or any part thereof, that then and from thenceforth these presents, and every matter and thing herein contained, shall cease, determine, and be utterly null and void to all intents and purposes; any thing herein contained to the contrary thereof in

Habendum
for years.

Proviso for
making the
same void on
payment of,
&c.

with notwithstanding. And the said *A. B.* for himself, his heirs, ex-
 ecutors and administrators, doth covenant, promise, grant and agree, pay the money.
 to and with the said *C. D.* his executors, administrators and assigns,
 that he the said *A. B.* his heirs, executors or administrators, shall and
 will well and truly pay, or cause to be paid unto the said *C. D.* his
 executors, administrators or assigns, the said sum of, &c. with legal
 interest for the same, on or before the said ——— day of ——— next,
 without any deduction, as aforesaid, according to the true intent and
 meaning of these presents; And also that he the said *C. D.* his execu-
 tors, administrators and assigns, shall and may at all times after default
 shall be made in payment of the said sum of, &c. and interest, or any
 part thereof, at the time herein before limited for payment thereof,
 peaceably and quietly have, hold, occupy, possess and enjoy all and sin-
 gular the said messuage, &c. and other the premises above granted,
 bargained and sold, or mentioned or intended so to be, with the ap-
 purtenances, as aforesaid, for and during all the rest, residue and re-
 mainder of the said term of five hundred years, which shall be then to
 come and unexpired, without the let, suit, hindrance, molestation, in-
 terruption or eviction of him the said *A. B.* his heirs and assigns, or of
 any other person or persons whatsoever, lawfully claiming or to claim by,
 from, or under him, them or any of them: And further, that he the
 said *A. B.* and his heirs, and all and every other person and persons
 living or lawfully claiming any right, title or interest, in or to the said
 premises, or any part or parcel thereof, by, from, or under him or
 them, shall and will, after default shall be made in payment of the said
 sum of, &c. and interest, or any part thereof, as aforesaid, make, do
 and execute, or cause or procure to be made, done and executed, all
 and every such further and other lawful and reasonable act and acts,
 thing and things, assurance and assurances, devise and devises, in the
 law whatsoever, for the further, better and more perfect granting and
 assuring of all and singular the said premises, with the appurtenances
 above bargained and sold, or mentioned or intended so to be, unto the
 said *C. D.* his executors, administrators and assigns, for and during
 all the rest, residue and remainder of the said term of five hundred
 years above granted, as by the said *C. D.* his executors, administrators
 or assigns, or his or their counsel learned in the law, shall be reasonably
 advised, advised or required. And lastly, it is covenanted, granted,
 concluded and agreed upon, by and between the said parties to these
 presents, and the true intent and meaning hereof is, and it is hereby
 declared so to be, that until default shall be made in payment of the said
 sum of, &c. and interest, or any part thereof, as aforesaid, it shall and
 may be lawful to and for the said *A. B.* his heirs and assigns, to have,
 hold and enjoy all and singular the said premises, with the appurtenan-
 ces above bargained and sold, in manner aforesaid, and receive and
 take the rents, issues and profits thereof, to his and their own proper
 use and benefit; any thing herein contained to the contrary thereof in
 any wife notwithstanding. *In witness, &c.*

The mortgagee
 may hold after
 default in pay-
 ment.

For further as-
 surance.

That mort-
 gageor may
 hold till default
 is made in pay-
 ment.

Scaled, &c.

Note: It is proper to indorse on the back of the above deed a receipt
 for the money lent.

A Mortgage

A Mortgage in Fee for securing a Debt on a Bond, by Lease and Release for a Year. See Release.

THIS Indenture, made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part; *Whereas* the said *A. B.* by his bond or obligation duly executed, bearing date the — day of — in the — year of the reign of — and in the year of our Lord — stands bound to the said *C. D.* his executors, administrators and assigns, in the penal sum of — of lawful money of Great Britain with a condition thereunder written, for the payment of the sum of — of like lawful money, with legal interest for the same, on or before the — day of — next ensuing the date of these presents, as by the said bond and condition may more fully appear: *Now this Indenture witnesseth* that the said *A. B.* in consideration of the said debt or sum of — owing to the said *C. D.* as aforesaid, and for the better securing the payment thereof, with interest to the said *C. D.* his executors, administrators or assigns, according to the condition of the said bond; *And also* in consideration of the further sum of five shillings to him the said *A. B.* by the said *C. D.* in hand well and truly paid, at or immediately before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, *Hath* granted, bargained, sold, aliened, released and confirmed, and by these presents *Doth* grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual possession now being, by virtue of a bargain and sale to him there made by the said *A. B.* for five shillings consideration, by indenture bearing date the day before the day of the date of these presents, one whole year, commencing from the day next before the day of the date of the said last mentioned indenture of bargain and sale, and in force of the statute made for transferring of uses into possession) and his heirs and assigns, *All* that messuage, tenement or farm-house, situate lying and being in — in the county of —, as also three closes, pieces or parcels of ground thereunto adjoining, respectively called or known by the names of, &c. together with all gardens, stables, yards, back-sides, ways, paths, passages, houses, out-houses, cottages, hereditaments and appurtenances whatsoever, to the said messuage, tenement or farm-house, and pieces or parcels of ground belonging or in any wise pertaining, or with them or any of them held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken or known as parcel or member of them or any of them; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, profits of all and singular the said premises hereby granted and released or intended so to be, and every part and parcel thereof; *And also* all estate, right, title, interest, claim, challenge and demand whatsoever both at law and in equity, and in possession, remainder, expectation or otherwise howsoever, of him the said *A. B.* in, to or out of the fee or any part or parcel thereof; and all deeds, evidences and writs

touching or concerning the said premises above mentioned, or any part thereof, *To have and to hold* the said messuage, tenement or farm-house, closes, pieces or parcels of ground, and all and singular other the premises hereby granted, released and confirmed, or mentioned or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. *Provided always* nevertheless, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said *A. B.* his heirs or assigns, do and shall well and truly pay, or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the said full sum of, &c. of lawful money of Great Britain, with legal interest for the same, on or before, &c. next ensuing the day of the date of these presents, according to the condition of the above in part recited bond or obligation, without any deduction, defalcation or abatement whatsoever, for or by reason or means of any manner of taxes, rates, duties, assessments, impositions or charges whatsoever, parliamentary or otherwise, laid, rated, assessed or imposed, or to be laid, rated, assessed or imposed upon the said messuages, farm-stands, hereditaments and premises, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the sum of ———— secured by the said bond, or upon the said *A. B.* his executors, administrators or assigns, or any of them, for or in respect thereof, by authority of parliament, or otherwise howsoever; then and from thenceforth these presents, and every matter and thing therein contained, shall be utterly null and void; any thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his executors, administrators and assigns, in manner and form following, (that is to say) that he the said *A. B.* his executors or administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the said sum of, &c. with legal interest, as aforesaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatsoever, as aforesaid: *And* that the said granted and released premises, now are and be, and at all times from and after default shall happen to be made in or in payment of the said sum of, &c. and interest aforesaid, or any part thereof, shall for ever be, remain and continue free and clear, and ready and clearly acquitted and discharged of and from all manner of mortgages and other gifts, grants, mortgages, judgments, titles, troubles, charges or incumbrances whatsoever, heretofore made, committed, done or suffered by him the said *A. B.* *And* that the said *C. D.* his heirs and assigns, shall and may from time to time, and at all times after default, shall happen to be made in payment of the said sum of, &c. and interest, as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said hereditaments and premises, with the appurtenances, and every part and parcel thereof, without the let, suit, trouble, hindrance, molestation, interruption or disturbance of him the said *A. B.* his heirs or assigns, or of any other person or persons, lawfully claiming or to claim, by, from, or under them, or any of them; *And further*, that he the said *A. B.* his heirs

heirs and assigns, and all and every other person and persons having lawfully claiming any estate, right, title or interest of or in the land hereby granted and released premises, or any part thereof, shall and will at any time or times after default, if any made, in payment of the said sum of — £. or any part thereof, contrary to the proviso and covenant herein before in that behalf contained, make, do, acknowledge, suffer and execute all such further and other acts, matters, things, devises and assurances in the law whatsoever, for the further and better conveying and assuring of all and singular the premises, with the appurtenances hereby granted unto him the said C. D. his heirs and assigns to the only proper use and behoof of the said C. D. his heirs and assigns for ever, absolutely freed and discharged of and from the proviso or condition herein before contained, and of and from all equity of redemption by virtue or colour thereof, according to the true intent and meaning of these presents, as by the said C. D. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required. And lastly, it is covenanted and agreed upon by and between both the said parties to these presents, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that in default shall be made in payment of the said sum of £. and legal interest for the same, as aforesaid, at the time above limited for payment thereof, it shall and may be lawful to and for the said A. B. his heirs and assigns, peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said premises above granted and released, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues and profits thereof, to his and their own use and behoof, any thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Mortgage of Goods.

THIS Indenture, made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesses, the said A. B. for and in consideration of the sum of, &c. of lawful money of Great Britain, to him in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, and thereupon therefrom doth acquit, release, exonerate, and for ever discharge the said C. D. his heirs, executors and administrators, and every of them by these presents, *Have* granted, bargained and sold, and by these presents *Doth* grant, bargain and sell unto the said C. D. his executors, administrators and assigns, All and singular the goods, furniture, household-stuff, herein after particularly mentioned and expressed (as is to say) one, &c. [Here insert fully an account of all the goods mortgaged] To have and to hold all and singular the said goods, &c. unto the said C. D. his executors, administrators and assigns,

only proper use and behoof of the said C. D. his executors, administrators and assigns for ever; *Provided always*, and these presents are upon this condition, that if the said A. B. his executors or administrators, shall and do well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the full sum of, &c. of lawful money of Great Britain, with legal interest for the same, on or before the — day of —, then, and in such case, these presents, and every matter and thing herein contained, shall cease, determine, and be utterly void, to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said A. B. for himself, &c. [*Here insert a covenant for payment of the money borrowed.*] And the said A. B. for himself, his executors and administrators, all and singular the said goods, &c. by these presents granted, bargained and sold, and every part thereof, unto the said C. D. his executors, administrators and assigns, against him the said C. D. his executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend, by these presents. And the said C. D. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his executors and administrators, that he the said C. D. his executors, administrators or assigns, shall and will immediately, upon the receipt of the said sum of, &c. and interest as aforesaid, at the day and time above limited for payment thereof, deliver, or cause to be delivered, unto the said C. D. his executors, administrators and assigns, all and singular the goods, &c. above granted, and which are now, at the time of the executing of these presents, received by the said C. D. and from the said A. B. in as good case, plight and condition as the same and every of them now are at this present time. *In Witness, &c.*

Mortgage of Lands for Years, partly for Money lent, and partly for Security of the Mortgagee's being Surety for other Debts of the Mortgagor.

THIS Indenture of three parts, made, &c. Between R. C. of the first part, C. R. of the second part, and J. F. of the third part, *Consideration.* that the said R. C. for and to the intent that the said R. C. J. F. and each of them, and the heirs, executors and administrators of each of them, shall and may be well and truly satisfied, paid and saved harmless of and for all and singular such sum and sums of money, as they the said C. R. and J. F. or either of them, have herebefore lent or delivered to the said R. C. or to any other person or persons, to or for his use, by his consent, request or agreement, or which the said C. R. and J. F. or either of them, shall at any time hereafter lend or deliver to and for the use of the said R. C. by or at his request, consent or agreement, and also of and for all and singular such obligations and debts, which they the said C. R. and J. F. or either

Covenant of
demise.

Habendum for
99 years.

Reddendum.

Proviso if
mortgagor
shall pay all
such sums as
have been lent,
&c.

Proviso also if
mortgagee shall
be fully satis-
fied all such
sums as are now
owing, &c.
out of the rent,
&c.

ther of them, heretofore have made, or hereafter shall make, jointly with the said *R. C.* for his debt, or at his request, *Haib* demised, granted, and to farm letten, and by these presents *Doth* demise, grant, and to farm let to them the said *C. R.* and *J. F.* All that, &c. with the appurtenances; *To have and to hold* the said, &c. to the said *C. R.* and *J. F.* their executors, administrators and assigns, from the feast, &c. for and during, and until the full end and term of ninety nine years from thence next ensuing, and fully to be compleat and ended; *Ten* ing and paying therefore yearly, during the said term, unto the said *C.* his heirs and assigns, the sum of 10*l.* of lawful money of Great Britain, at the feast of St. Michael the archangel, and of the blessed virgin, by even and equal portions. *Provided always*, that if he the said *R. C.* his executors, administrators or assigns, or any of them, and shall well and truly pay or cause to be paid to them the said *C.* and *J. F.* their executors, administrators or assigns, or any of them, all and singular such sum and sums of money, as they the said *C.* and *J. F.* or either of them, heretofore have lent or delivered to the said *R. C.* or to any other person or persons, to or for his use, by consent and agreement, or at any time hereafter shall lend or deliver, or for the use of the said *R. C.* at his request, or by his consent or agreement; and also all and singular such sum and sums of money, as are shall be mentioned in any bill, bond or obligation, or any other writ whatsoever, which they the said *C. R.* and *J. F.* or either of them heretofore have made, or hereafter shall make, jointly with the said *C.* for his debt, or at his request, together with all such costs, charges, losses and damages whatsoever, which they the said *C. R.* and *J. F.* or either of them, their or either of their executors or administrators shall bear or sustain, for or by reason of any sum or sums of money, by bonds or obligations aforesaid, or any of them; *Or* if the said *C.* and *J. F.* their executors, administrators and assigns, shall be fully satisfied, contented and paid all sum and sums of money to them or by and from the said *R. C.* with the rents, issues and profits of the premises hereby demised, or any other way howsoever; *That* then from thenceforth this present lease, grant and demise, and every matter, clause and covenant herein contained, shall cease, determine, and utterly void and of no effect; *And* that then and from thenceforth the said *R. C.* his executors, administrators or assigns, into the said demised premises, with the appurtenances, shall and may lawfully enter and the same have again, retain, repossess and enjoy; any thing here contained to the contrary notwithstanding. (*Covenant for quiet enjoyment, and further assurance in default of payment.*) *In Witness, &c.*

Mortgage to Two by Lease and Release, in Trust for one of the Mortgagees; Penn'd by good Advice.

THIS Indenture made, &c. Between *I. S.* of *C.* in the county of *K.* esq; of the one part, and *T. V.* of the *Middle Temple*, *London*, esq; and *W. P.* of the six clerks office in *Chancery-Lane*, in the county of *Middlesex*, gent. of the other part, *Witnesseth*, that for Consideration and in consideration of the sum of 300*l.* of lawful money of *Great* *tion*.

tain, by the said *T. V.* to the said *I. S.* in hand paid, at or immediately before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, release and discharge the said *T. V.* his heirs, executors and administrators, and every of them for ever, by these presents, and also for and in consideration of the sum of 5*s.* of the lawful money by the said *W. P.* to the said *I. S.* in hand likewise paid at or immediately before the sealing and delivery of these presents, the receipt whereof he doth also hereby acknowledge, and thereof acquit and discharge the said *W. P.* *He* the said *I. S.* *Hath* granted, bar-

Release.

ained, sold, aliened, released and confirmed, and by these presents hath grant, &c. unto the said *T. V.* and *W. V.* (in their actual possession now being by virtue of a bargain and sale to them thereof made, an indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivering hereof, for one whole year, commencing from the day next before the day of the date of the same indenture, and by virtue of the statute for transferring uses into possession), and to their heirs and assigns, *All* that messuage or tenement, with the appurtenances, commonly called or known by the name or sign of, &c. heretofore in the tenure or occupation of *D.*

Parcels.

or his assigns, and now or late of *I. H.* his under-tenants or assigns, together with all and singular the edifices, buildings, backslides, rooms, cellars, solars, lights, easements, ways, passages, profits, commodities and appurtenances whatsoever, to the said messuage or tenement belonging, or in any wise appertaining, or therewith usually held, occupied or enjoyed, or accepted, reputed, deemed or taken as part, parcel or member thereof, or any part thereof; *And* the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the said premises, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, property, claim and demand whatsoever, either in law or equity, of him the said *I. S.* of, in, to or out of the said messuage and premises, and every part and parcel thereof; *To have and to hold* the said messuage or tenement, buildings and premises, with their and every of their appurtenances, unto the said *T. V.* and *W. P.* their heirs and assigns, to the sole proper use and behoof of them the said *T. V.* and *W. P.* their heirs and assigns for ever; *In Trust* nevertheless for him the said *T. V.*

Habendum.

Provido on payment of, &c.

this present indenture to be void.

Covenant for payment of money.

The grantor is lawfully seised;

and hath power to grant :

that the mortgagees may peaceably enjoy,

free of all incumbrances;

for further assurance after breach of proviso.

nevertheless, and it is hereby agreed by and between all the said parties to these presents, that if the said *I. S.* his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said *T. V.* his executors, &c. the sum of 315 *l.* of lawful money of Great Britain, in manner following, that is to say, the sum of 7 *l.* 10 *s.* part thereof, on or upon the 13th day of September now next ensuing, and the sum of 307 *l.* 10 *s.* residue thereof, on or upon the 13th day of March, which will be in the year of our Lord 1717, at or in the said Middle-Temple Hall, London, without any deduction or abatement for or in respect of any taxes, charges or impositions, taxed, charged or imposed, or to be taxed, charged or imposed on the said messuages and premises, or on the occupiers thereof, or on the said sum of 315 *l.* or on the said *T. V.* and *W. P.* in respect of them or any of them, by act of parliament or otherwise howsoever then this present indenture, and all the estates hereby granted, shall cease, determine and be utterly void and of none effect; any thing herein before contained to the contrary thereof notwithstanding; And the said *J. S.* for himself, his heirs, executors and administrators, do covenant, promise and grant to and with the said *T. V.* and *W. P.* their heirs and assigns, by these presents, in manner and form following, (that is to say) that he the said *I. S.* his heirs, executors, administrators, assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *T. V.* his executors, administrators or assigns the said sum of 315 *l.* at the several days and places above limited for payment thereof, without any deduction or abatement as aforesaid; And that he the said *I. S.* now is and standeth lawfully and absolutely seised of and in the said messuage, buildings and premises, hereby or intended to be hereby granted as aforesaid, of a good, pure, absolute and defeasible estate of inheritance in fee-simple; And that he the said *I. S.* now hath in himself good right, full power and lawful and absolute authority, to grant, release and convey the said messuage or tenement, buildings and premises, with the appurtenances, unto the said *T. V.* and *W. P.* and their heirs, in manner and form aforesaid; And that the said *T. V.* and *W. P.* their heirs and assigns, shall and lawfully hold the same from time to time, and at all times for ever hereafter, after breach of the proviso aforesaid shall happen to be made, peaceably and quietly hold and enjoy all and singular the said messuage and premises, without the lawful let, suit, trouble, eviction, interruption or disturbance of the said *I. S.* his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming or to claim any estate, right, title, interest, of, in or to the said premises, or any part thereof, by, from or under him or them, or any person whatsoever; And that free and quietly and freely and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, indentures, dowers, thirds, rights and titles of dower or thirds, statutes merchant and of the staple, recognizances, judgments, extents, executions, uses, trusts, intails, estate and other rights, titles, troubles, charges, demands and incumbrances whatsoever; And that he the said *I. S.* and his heirs, and all and every person or persons, and their heirs lawfully having or claiming, or have or claim, any estate, right, title, interest or demand of, in, out of the said messuages, buildings and premises, or any part thereof,

shall and will at all times hereafter (after breach of the proviso aforesaid) upon the reasonable request, and at the costs and charges in the law, of the said *T. V.* his heirs or assigns, make, do and execute, or cause to be made, done or executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assuring and conveying of all and singular the said premises, unto the said *T. V.* and *W.* their heirs and assigns for ever, in trust as aforesaid, as by him the said *T. V.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised and required: And it is hereby declared, that (until breach of the proviso aforesaid shall happen to be made) it shall and may be lawful to and for the said *I. S.* his heirs and assigns, quietly and peaceably to have, hold and enjoy the said messuage and premises, without any interruption or disturbance, by, from and under them the said *T. V.* and *W. P.* or either of them, their or either of their heirs or assigns, or any other person or persons claiming or claim by, from or under them, or any of them, *In Witness, &c.*

That mortgagee may enjoy until default in payment.

T. Vernon.

Mortgage containing the Declaration of the Uses of a Fine to the Mortgagee, &c.

THIS Indenture of three parts, made, Between *J. A.* of *C.* in the county of *K.* esq; and *M.* his wife, *G. A.* of *C.* aforesaid, son and heir apparent of the said *J. A.* and *M.* his wife, and *A. G.* of the first part, Sir *J. S.* of *E.* in the said county of *K.* of the second part, and *J. H.* of *Clifford's Inn, London,* gent. of the third part, *Witnesseth,* That for and in consideration of the sum of 1000*l.* of good and lawful money of *Great Britain* to the said *J. A.* *G. A.* and also of the sum of five shillings of like lawful money, to the said *E. A.* in hand paid by the said Sir *J. S.* at or immediately before the sealing and delivery of these presents, the several receipts whereof are hereby acknowledged, and thereof, and of every part and parcel thereof, they the said *J. A.* *G. A.* and *E. A.* do acquit, exonerate and discharge, the said Sir *J. S.* his executors and administrators, by these presents, and for the settling and assuring of the several messuages or tenements and premises herein after mentioned, to such intents and purposes as are herein after limited and expressed; It is hereby covenanted, granted, concluded and agreed upon by and between all and every the said parties to these presents, for them and their heirs; And the said *J. A.* *G. A.* and *E. A.* for them and their heirs, do covenant and grant to and with the said *J. H.* his heirs, executors, administrators and assigns, by these presents, That they the said *J. A.* *M.* his wife, *G. A.* and *E. A.* or their respective heirs, shall and will, before the end of *Michaelmas* term now next ensuing the date hereof, acknowledge and levy, in due form of law, one fine *sur consueance de come cec,* &c. to be ingrossed, recorded and sued forth, with proclamations,

Consideration of 1000*l.* &c. and 5*s.*

Covenant of grant;

and to levy a fine, with proclamations, &c.

Of the parcels.

The uses of the fine declared to be,

as, for and concerning all that, &c.

To the use of J. S. the mortgagee for 1000 years;

and as for and concerning all that, &c. as to three messuages from and after the said term;

clamations, according to the statutes in that case made and provided, and the usual course of fines with proclamations in such cases used, unto the said J. H. and his heirs, of all those their two new erected messuages or tenements and gardens, and backside to the same belonging or appertaining, situate, standing and being in *Shire-Lane*, in the parish of St. *Dunstan's* in the West, in the county of *M.* and in the several tenures or occupations of *W. K.* esq; and *R. W.* their assigns or under-tenants; and also of all those their two other messuages or tenements and gardens or backside to the same belonging or appertaining, situate, standing and being in *Bell-Yard* in the said parish of St. *Dunstan's* in the West, in the said county of *M.* and in the several tenures or occupations of *T. F.* and *R. A.* esqrs; their assigns or under-tenants, with their and every of their appurtenances, by the names of four messuages and four gardens, with the appurtenances, in the parish of St. *Dunstan's* in the West, or by such other apt and convenient name or names, number of messuages and other things as shall be thought fit and convenient. And it is hereby covenanted, declared and agreed, by and between the said parties to these presents, that the said fine herein before covenanted to be levied, as aforesaid, and all and every other fine and whatsoever, to be had and levied of the said premises, by and between the said parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, were made and intended to be and enure, and are hereby declared by all the parties to these presents, to be and enure as to the same hereditaments and premises, and the devisees or devisees in the said fine or fines, all and every other person and persons whatsoever, that by force and virtue of the said fine, or any other fine or fines, shall be seized of the four several messuages or tenements and premises, with the appurtenances herein before mentioned, or any part thereof, shall stand and be bound thereof, and of every part and parcel thereof, to the uses following, that is to say, *As for*, touching and concerning all those the aforesaid two messuages or tenements and gardens or backside to the same belonging, with their and every of their appurtenances, situate, standing and being in *Shire-Lane* aforesaid, in the several tenures or occupations of the said *W. K.* and *R. W.* their assigns or under-tenants; And all that messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situate, standing and being in *Tard* aforesaid, and in the tenure or occupation of the said *T. F.* assigns or under-tenants, *To the Use* and behoof of the said Sir J. S. executors, administrators and assigns, for and during the term of years from hence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste; Subject nevertheless to such condition as is herein after mentioned; And as for, touching and concerning all that the aforesaid messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situate, standing and being in *Bell-Yard* aforesaid, and in the tenure or occupation of the said *R. A.* his assigns or under-tenants; and also all other the messuages in the said fine expressed and contained, to the uses following, that is to say, the said three messuages or tenements, with the appurtenances in the several tenures or occupations of the said *W. K.* *R. W.* and *T. F.* their assigns or under-tenants, from and immediately after the ex-

on, ceasing or other determination of the said term of 1000 years; and also the said messuage or tenement, with the appurtenances, in the tenure or occupation of the said R. A. his assigns or under-tenants, from and immediately after the levying of the said fine, *To the Use* and behoof of the said J. A. and his assigns, for and during the lives of him the said J. A. and his assigns, for and during the lives of him the said J. A. and of the said M. his wife, and from and after the determination of that estate, and in case the said M. A. shall survive the said J. her husband, then to the use and behoof of the said M. A. for and during the term of her natural life; and from and after her decease, then to the use and behoof of the said G. A. his heirs and assigns for ever, and to and for no other use or uses, intent or purpose, whatsoever: *provided always*, and these presents are upon this condition nevertheless, that if the said J. A. and G. A. or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, shall well and truly pay, or cause to be paid, unto the said Sir J. S. his executors, administrators or assigns, or any of them, at or in the now dwelling-house of him the said Sir J. S. situate in E. aforesaid, the full sum of 1050 *l.* in manner and form following; that is to say, 100 *l.* part thereof, on the 17th day of *February* next ensuing the date hereof, and 1025 *l.* residue thereof, on the 18th day of *August*, which shall be in the year of our Lord 1716, without any abatement, deduction or defalcation thereout, for or in respect of any taxes, charges, payments or assessments issuing out of, or charged or imposed upon, or to be issuing out of, or charged or imposed upon the said messuages or tenements, and premisses, or any part or parcel thereof, or upon the said Sir J. S. his executors, administrators or assigns in respect thereof, by authority of parliament, or otherwise howsoever; that then, from and immediately after the payment thereof, as aforesaid, the term of estate hereby made and limited, or mentioned to be hereby made and limited, of and in the aforesaid three messuages or tenements, with the appurtenances, in the several tenures or occupations of the said W. R. W. and T. F. their assigns or under-tenants, unto the said Sir J. S. his executors, administrators and assigns, for the aforesaid term of 1000 years, shall cease, determine and become and be void, frustrate and of none effect, to all intents and purposes; *And* the said J. A. for himself, his heirs, executors, administrators and assigns, and for every one of them, and the said G. A. for himself, his heirs, executors, administrators and assigns, and for every of them, do severally covenant, promise and grant to and with the said Sir J. S. his executors, administrators and assigns, by these presents, in manner and form following, (that they say), *That* they the said J. A. and G. A. or one of them, their heirs, executors, administrators or assigns, or some or one of them, shall and will, without any defalcation, deduction or payment of any thing, for or in respect of any taxes, charges, payments or assessments, as aforesaid, well and truly pay, or cause to be paid unto the said Sir J. S. his executors, administrators or assigns, or some or one of them, at the place of payment before mentioned, the full sum of 1050 *l.* in manner and form aforesaid, at the several times mentioned in the said proviso or condition mentioned for payment thereof, without any further delay: *And also*, that they the said J. A. and M. wife, G. A. and E. A. or some or one of them, are the sole, true and

proviso on payment of the mortgage money, the 1000 years term to cease.

Covenant to pay the money.

That grantors are true owners;

and lawfully
seised in fee-
simple;

and have good
right to ap-
point.

If default in
payment,
mortgagee to
enjoy for the
residue of the
term;

and receive
the rents;

free from in-
cumbrances.

And after de-
fault in pay-
ment, to make
further assur-
ance.

and lawful owners and proprietors of all the said three messuages or tenements, and gardens or back-sides to the same belonging, with their every of their appurtenances, in the several tenures or occupation of the said *W. K. R. W.* and *T. F.* their assigns or under-tenants; And that they, or some or one of them, is or are lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, proviso or limitation of use or uses, or other restraint, matter or thing to determine, alter or change the same, and have good right, lawful and absolute power and authority in themselves, or some or one of them, to direct, limit and appoint the use of the said last mentioned messuages or tenements, and premises, and every part and parcel thereof, with their and every of their appurtenances unto the said Sir *J. S.* his executors, administrators and assigns, for and during all the said term of 1000 years, and in manner and form also said: And that if default shall happen to be made, of or in payment of the said monies herein before covenanted to be paid, or of any part thereof, that then and from thenceforth it shall and may be lawful to and for the said Sir *J. S.* his executors, administrators and assigns, into and every the said last mentioned messuages or tenements, and premises with their appurtenances, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then rest residue of the said term of 1000 years, peaceably and quietly to hold and enjoy, and all and every the yearly and other rents, issues, profits thereof, and of every part and parcel thereof, coming, arising and growing, to have and take without any manner of denial, let, trouble, hindrance, interruption and eviction, of or by the said *J. S.* and *M.* his wife, *G. A.* and *E. A.* their heirs, executors, administrators or assigns, and without the lawful let, suit, trouble, interruption or eviction, of or by any other person or persons whatsoever; And that clear, and freely, clearly, and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, jointures, dowers, thirds, rights and titles of dower and thirds, intails, leases, mortgages, estates, covenants, arrears of rent, judgments, statutes, recognizances, decrees, executions, extents, troubles, forfeitures, seizures, decrees, and other and incumbrances whatsoever (tenants' leases only excepted). And that also, that if default shall be made of, or in the payment of the said monies, or any part thereof herein before covenanted to be paid, then, and at any time after such default, they the said *J. S.* and his wife, *G. A.* and *E. A.* their heirs and assigns, and all and every other person and persons, any estate having or lawfully claiming, or to or out of the said messuages or tenements, with the appurtenances in the several tenures or occupations of the said *W. K. R. W.* and *T. F.* their assigns or under-tenants, or any part thereof, shall and may at the reasonable request of the said Sir *J. S.* his executors, administrators and assigns, make and do all and every such further and other acts, thing and things, devises and assurances in the law, for the better and more perfect assuring and conveying of the said last mentioned premises, with the appurtenances, unto the said Sir *J. S.* his executors, administrators and assigns, for and during the aforesaid term of 1000 years, be it by deed or deeds, fine or fines, recovery or recoveries,

single, double, or other voucher or vouchers, release or confirmation, by all and every or any of the said ways and means, or by any other ways and means in the law whatsoever, as by the said Sir J. S. his executors or administrators, or by his or their counsel learned in the law, shall be reasonably advised, devised, tendered or required; And the said E. A. for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said Sir J. S. his executors, administrators and assigns, by these presents, that he the said E. A. hath not done, nor willingly or wittingly permitted or suffered to be done, any act or thing, whereby the freehold or inheritance of the said mortgaged premises, or any part or parcel thereof, are or may be impeached, charged or incumbered in title, charge, estate or otherwise; And lastly, the said Sir J. S. for himself, his executors, and for every of them, doth covenant, promise and agree to and with the said J. A. and G. A. severally, and to and with their several executors, &c. That until default shall be made, of or in payment of the money herein before covenanted to be paid, or some part thereof, the said Sir J. S. his executors, administrators and assigns, shall will permit and suffer the said J. A. and M. his wife, and G. A. his heirs and assigns, peaceably and quietly to receive, take and enjoy the rents, issues and profits of all and singular the aforesaid three mentioned messuages or tenements, and premises, with their and appurtenances, without any interruption, of or by the said Sir J. S. his executors, administrators or assigns, and without account to be given to him or them, for, touching, or concerning the same. In witness, &c.

Done no act to
incumber.

Grantor to en-
joy until default
in payment.

An assignment of the precedent Mortgage.

THIS Indenture of four parts, made, &c. Between Sir J. S. of E. in the county of K. baronet, of the first part, J. A. of the said county, esq. and M. his wife, G. A. of C. aforesaid, and heir apparent of the said J. A. and M. his wife, and E. A. &c. of the second part, J. H. of Clifford's Inn, London, gent. of the third part, and W. P. of, &c. esq. of the fourth part: Whereas by a certain indenture of three parts bearing date, &c. and mentioned to be made between the said J. A. and M. his wife, the said G. A. and the said E. A. of the first part, the said Sir J. S. of the second part, and the said J. H. of the third part, for consideration of the sum of 1000*l.* of good and lawful money of Great Britain, to the said J. A. and G. A. and also the sum of 5*l.* of lawful money, to the said E. A. in hand paid, by the said J. S. for the settling and assuring of the several messuages or tenements, and premises therein mentioned, to the uses, intents and purposes, as therein limited and expressed, it is thereby covenanted, concluded and upon, by and between all and every the said parties thereunto, and their heirs, and the said J. A. G. A. and E. A. for their heirs, did covenant and grant, to and with the said J. H. his heirs, &c. (and so recite the former mortgage to) should be seized of the four several messuages or tenements, and premises, with the appurtenances

Recital of the
mortgage deed.

purtenances therein mentioned, or any part thereof, should stand and be seized thereof, and of every part and parcel thereof, to the uses following, that is to say, as for, touching and concerning all those the aforesaid two messuages or tenement, and gardens or backfides to the same belonging, with their and every of their appurtenances, situate standing and being in *Shire-lane* aforesaid, in the several tenures or occupations of the said *W. K.* and *R. W.* their assigns or under-tenants and also all that messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situate, standing and being in *Bell-yard* aforesaid, and in the tenure or occupation of the said *T.* his assigns or under-tenants, to the use and behoof of the said Sir *J.* his executors, administrators and assigns, for and during the term of 1000 years, from thence next ensuing, and fully to be completed and ended, without impeachment of or for any manner of waste; subsequently nevertheless, and under a certain condition therein contained, that the said *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, did and should well and truly pay, &c. in manner and form, and on the days and times therein mentioned, that then, from and immediately after the payment, &c. (as in the mortgage to the words) of no effect, to all intents and purposes, as in and by the said recited indenture, relating thereunto being had, may more at large appear: And whereas the said fine was accordingly levied, and the days in the above recited indenture limited and appointed for the payment of the said 1050*l.* are full time since past, and the principal sum of 1000*l.* aforesaid, is not paid and satisfied, or any part thereof; but all interest for the same has been paid up to the day of the date of these presents, which the said Sir *J. S.* doth hereby acknowledge: Now this indenture witnesseth, that for and in consideration of the sum of 1000*l.* of good and lawful money of Great Britain, to him the said Sir *J. S.* in hand well and truly paid by the said *W. P.* at or immediately before the sealing and delivery of these presents, by the direction and appointment of the said *J. A.* and *M.* his wife, and *G. A.* testified by their being made parties to, and signing and sealing of these presents, the receipt whereof the said Sir *J. S.* doth hereby acknowledge, and thereof and the same from, and of and from every part and parcel thereof, doth release, quit and discharge him the said *W. P.* his executors, administrators and assigns, and every of them by these presents, which said sum of 1000*l.* is in full of all money due on the mortgage of the said two messuages in the above recited indenture mentioned to be in the several tenures or occupations of the said *W. K.* *R. W.* and *T. E.* be the said Sir *J. S.* hath granted, bargained, sold, assigned and set over, and these presents, by the direction and at the nomination of them the said *J. A.* and *M.* his wife, and the said *G. A.* testified as aforesaid, in full grant, &c. unto the said *W. P.* his executors, administrators and assigns; All and singular the said two messuages or tenements, and gardens or backfides to the same belonging, with their and every of their appurtenances, situate, standing and being in *Shire-lane* aforesaid, whereof is now in the tenure of *T. C.* widow, and late in the tenure of the said *W. K.* and the other in the tenure or occupation of the said *A.* their assigns or under-tenants; and also all that messuage or tenement and gardens or backfides thereto belonging, with the appurtenances, situate, standing and being in *Bell-yard* aforesaid, and now or

Consideration
of the present
assignment.

Assignment.

the tenure or occupation of the said *T. F.* or his assigns; all which said premises in the said recited indenture were granted or mortgaged unto the said Sir *J. S.* together with the said recited indenture of mortgage, and all the estate, right, title and interest therein and thereunto, and the term of years therein mentioned, yet to come and unexpired, and also all use, trust, property, interest, claim and demand whatsoever, which he the said Sir *J. S.* now hath, ever had, or in any wise ought to have or claim therein or thereunto, by any ways or means whatsoever or howsoever: And the said *J. A.* and *M.* his wife, and the said *G. A. E. A.* and *J. H.* for the consideration aforesaid, and for and in consideration of the further sum of 5*s.* of like lawful money of Great Britain, to them well and truly paid by the said *W. P.* at and before the sealing and delivery of these presents, the receipt whereof they do severally and respectively acknowledge, and thereof severally quit and for ever discharge the said *W. P.* his executors, administrators and assigns, by these presents, *Have*, and every of them *Hath* granted, bargained, sold, released, ratified and confirmed, and by these presents do, and every of them doth, &c. unto the said *W. P.* his executors, administrators and assigns, all and singular the above mentioned messuages, tenements and premises, with their and every of their appurtenances whatsoever; *To have and to hold* all and singular said three messuages or tenements, and the gardens or backslides thereunto severally and respectively belonging, with their and every of their appurtenances, hereby, or intended to be hereby granted, bargained, sold, assigned, set over, released, ratified and confirmed, unto the said *W. P.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of 1000 years, in and by the above recited indenture or mortgage granted, yet to come and unexpired: *Provided always*, and these presents are upon condition nevertheless, that if the said *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *W. P.* his executors, administrators or assigns, or any of them, at or in the common dining hall of the *Middle Temple*, the full sum of 1050*l.* that is to say, the sum of 25*l.* part thereof, at or upon the — day of — now next ensuing, and the residue of 1025*l.* residue thereof, at or upon the — day of — which shall be in the year of our Lord 1717, without any deduction, &c. (as the proviso and covenant for payment in the mortgage deed) And also, if default shall happen to be made, of or in payment of the said money herein before covenanted to be paid, or of any part thereof, that from thenceforth, it shall and may be lawful to and for the said *W. P.* his executors, administrators and assigns, into all and every said three messuages or tenements, and premises, with their appurtenances, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then rest and residue of said term of 1000 years, peaceably and quietly to have, hold, &c. (as the proviso for the mortgagee's quiet enjoyment, free from incumbrances, as in the mortgage deed): And further also, that if default shall be made of payment of the said money, or any part thereof herein before covenanted to be paid, that then and at any time after such default, they the said *J. A.* and *M.* his wife, *G. A. E. A.* and *J. H.* their heirs, executors, administrators and assigns, and all and every other person and persons, any estate

Covenant of assignment.

Habendum.

Proviso to be void on payment.

If default in payment, assignee to enjoy for the remainder of the term.

Covenants, &c. For further assurance after default;

estate

done no act to
incumber;

that the mort-
gagor may en-
joy until de-
fault,

that the mort-
gaged premises
shall be and re-
main free and
clear, &c.

that the fine had
and levied shall
be to the use of
assignee.

tate having or lawfully claiming, of, in, to or out of the said the messuages or tenements, with the appurtenances, shall and will at reasonable request of the said *W. P.* his executors, administrators and assigns, make, &c. (*Covenant for further assurance, as in the mortgage deed*): And the said *E. A.* for himself, his heirs, executors, administrators and assigns, and for every of them, do severally covenant, promise and agree, to and with the said *W. P.* his executors, administrators and assigns, by these presents, that they the said *E. A.* and *J.* or either of them, have not done, or willingly and wittingly permitted or suffered to be done, any act or thing whereby the freehold or inheritance of the said mortgaged and assigned premises, or any part or parcel thereof, are or may be impeached, charged or incumbered by title, charge, estate or otherwise: And the said *W. P.* for himself, his executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said *J. A.* and *G. A.* severally, and their several and respective heirs, executors, administrators and assigns, by these presents, that until default shall be made of or the payment of the said money herein before covenanted to be paid, some part thereof, he the said *W. P.* his executors, administrators and assigns, shall and will permit and suffer the said *J. A.* and *M.* his heirs and *G. A.* their heirs and assigns, peaceably and quietly to take, receive, &c. (*See mortgage deed, same covenant*): And the said *Sir J. S.* for himself, his executors and administrators, and for every of them, doth covenant, promise and agree, to and with the said *W. P.* *J.* and *G. A.* and their heirs, executors, administrators and assigns, by these presents, that all and singular the said three messuages or tenements, and premises, with their appurtenances hereby assigned, or intended to be hereby assigned, shall from henceforth be and remain, to be had, held and enjoyed by him the said *W. P.* his executors, administrators and assigns, pursuant and according to the true intent and meaning of these presents, free and clear, and freely and clearly acquitted and discharged, of and from all and all manner of incumbrances whatsoever had, made or done, or wittingly or willingly suffered to be done by him the said *Sir J. S.* or any other person or persons whatsoever, claiming, or which shall or may at any time hereafter have claim, any estate, right, title or interest, of, in or to the hereby assigned premises, or any of the money now thereupon due, or hereafter grow due for the same, by, from or under him the said *Sir J. S.* his heirs, executors or administrators, or any of them: And lastly, hereby declared and agreed, by and between all the said parties to these presents, that the said fine so had and levied as aforesaid, as to the said mentioned three messuages or tenements, with the appurtenances, and all other fine and fines to be so had, made, levied, suffered and executed, or already had, made, levied, suffered and executed, as aforesaid, of the said premises, or with other messuages or tenements, by or between the parties to these presents, or any of them, shall be and shall be construed, adjudged, deemed and taken to be and count as the only proper use and behoof of him the said *W. P.* his executors, administrators and assigns, for and during the rest and residue of the said term of 1000 years now to come and unexpired. In witness, &c.

Mort

Mortgage in Fee of an Advowson.

THIS Indenture of three parts, made, &c. Between *W. F.* of
Es. and *T. S.* of, *Es.* esqrs; of the first part, *R. F.* of, *Es.*
of the second part, and *J. T.* rector of *B.* in the county palatine
Durham, clerk, of the third part, *Witnesseth*, that the said *W. F.*
T. S. for and consideration of the sum of 860*l.* of good and
lawful money of *Great Britain*, to them or one of them in hand paid by
the said *R. F.* by the direction and appointment of the said *J. T.* (testi-
fied by his being a party to these presents, and signing and sealing the
same,) at and before the sealing and delivery of these presents, the re-
spective whereof they the said *W. F.* and *T. S.* do hereby respectively ac-
knowledge, Have granted, bargained and sold, and by these presents
grant, bargain and sell unto the said *R. F.* his heirs and assigns, *Consideration of*
that the advowson, donation, presentation, patronage, right of pa-
tronage, and free disposition of the parish church of *B.* in the said
county palatine of *Durham*, with all profits and appurtenances whatso-
ever to the same in any manner belonging or appertaining; *To have and Habendum.*
hold the said advowson, donation, presentation, patronage, right of
patronage and free disposition of the said church, and all and singular
the premises aforesaid by these presents granted, or mentioned to be
granted, with their and every of their appurtenances, unto the said *R.*
his heirs and assigns, to the only use and behoof of the said *R. F.*
his heirs and assigns for ever; *Provided always*, and the said *R. F.* *Proviso.*
himself, his heirs and assigns, doth hereby covenant, grant, declare
and agree to and with the said *J. T.* his heirs and assigns, that if the
said *J. T.* his heirs or assigns, shall and do well and truly pay, or
cause to be paid unto the said *R. F.* his heirs, executors, administra-
tors and assigns, the sum of 911*l.* 12*s.* of good and lawful money of
Great Britain, without any manner of deduction, defalcation or abate-
ment, for or in respect of any taxes, charges, assessments or payments,
ordinary or extraordinary, or otherwise howsoever, in manner and form
aforesaid, viz. the sum of 25*l.* 16*s.* part thereof, upon the 19th day
of *August* next ensuing the date of these presents, and the sum of 885*l.*
the residue thereof, on the 19th day of *February*, which shall be in
the year of our Lord 17 —, that then the said *R. F.* his heirs and as-
signs, shall and will grant and convey unto the said *J. T.* his heirs and
assigns, All that the said advowson, donation, presentation, patronage
and right of patronage, and free disposition of the said parish church of
B. in the said county palatine of *Durham*, with all profits and appurte-
nances whatsoever to the same in any manner belonging or appertaining
therein before mentioned. And the said *T. S.* doth hereby for himself, *Power to grant.*
his heirs, executors and administrators, covenant, promise and grant,
and with the said *R. F.* his heirs and assigns, that they the said *T. S.*
and *W. F.* now have, or one of them now hath, good right, full
power, lawful and absolute authority, to grant, bargain and sell, the
said advowson and premises herein granted, or mentioned to be granted
aforesaid, with the appurtenances, unto the said *R. F.* his heirs and
assigns, in manner and form aforesaid; And that from and after de-
livery, if any shall be made in the payment of the said sum herein before
covenanted

Quiet enjoy-
ment.

Free from incumbrances.

Warranty.

covenanted to be paid, or any part thereof, at the days and times aforesaid, that then, and in that case, the said *R. F.* his heirs and assigns shall and may at all times thereafter, freely, quietly and peaceably have hold and enjoy the said advowson and premises hereby granted or mentioned to be granted, with their and every of their appurtenances without any manner of let, suit, trouble, hindrance, molestation or interruption whatsoever, of the said *T. S.* and *W. F.* or either of them, or any person or persons whatsoever, lawfully claiming or claiming, by, from or under them, or either of them: *And* freely and clearly acquitted, exonerated and discharged, of and from all such charges, troubles and incumbrances whatsoever, had, made, committed, done or suffered by the said *T. S.* and *W. F.* or either of them, any person or persons claiming, or to claim, by, from or under them, or either of them; *And* the said *T. S.* and his heirs, shall and will from thenceforth for ever warrant and defend the said advowson and premises herein before mentioned to be granted, bargained or sold with their and every of their appurtenances, unto the said *R. F.* his heirs and assigns, against the said *T. S.* and his heirs, and all persons claiming or to claim by, from or under him, them, or any of them. *In Witness* whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Covenants and Provisoes necessary to be inserted in a Deed of Mortgage per R. Webb.

Consideration.

NOW this Indenture witnesseth, that for and in consideration the sum of 1000*l.* of lawful money of Great Britain, to the said *W. K.* in hand well and truly paid by the said *E. G.* at or immediately before the sealing and delivery of these presents, at the request and by the order, direction and appointment of the said *I. A.* and his proper debt, testified by his being a party to, and his sealing and delivery of these presents, in full of all principal and interest, due and owing to the said *W. K.* upon the said recited security, and also of a further sum of 300*l.* of like lawful money to the said *I. A.* in and likewise paid by the said *E. G.* at and immediately before the sealing and delivery of these presents (which said several sums of 1000*l.* to the said *W. K.* and 300*l.* paid to the said *I. A.* by the said *E. G.* as aforesaid, do make together the full sum of 1300*l.*) and in consideration of the further sum of 1000*l.* of like lawful money to the said *J. A.* in hand likewise paid by the said *R. R. R. L.* and *I.* and before the sealing and delivery of these presents, at the request and by the direction and appointment, of the said *C. F.* testified by his being a party to, and his sealing and delivery of these presents, (the receipt and payment of which said several sums of money, they the said *I. A.* and *W. K.* do hereby respectively acknowledge, and the said *E. G.* and every part and parcel thereof, do respectively acquit, release and discharge the said *E. G.* *R. N. R. L.* and *I. R.* respectively, their respective heirs, executors, administrators and assigns for ever (these presents), and for the securing to the said *E. G.* his executors and administrators

administrators and assigns, the payment of the said sum of 1000*l.* with interest for the forbearance thereof, after the rate of 5*l.* *per ann.* as herein after is mentioned, and to the said R. N. R. L. and R. their executors, administrators and assigns, the repayment of the said sum of 1000*l.* with interest for the forbearance thereof, after the rate of 5*l.* *per cent. per ann.* as herein after in these presents is likewise mentioned, and also for and in consideration of the sum of 5*s.* of like lawful money paid to the said I. A. by the said E. G. R. N. R. L. and R. at and before the sealing and delivery of these presents, the receipt whereof the doth hereby acknowledge, *He* the said W. R. at the request, and by the direction and appointment of the said I. A. and R. testified by their being parties to, and their sealing and delivery of these presents; *And* also the said I. A. and W. K. *Have*, and each of them *Have* granted, bargained, sold, released and conveyed, and by these presents *Do*, and each and every of them *Doth* bargain, sell, release and confirm to the said E. G. R. N. R. L. and I. R. in their actual possession now being, (by virtue of a bargain and sale, for one whole year, to them thereof made by the said W. R. and W. K. in consideration of 5*s.* by indenture bearing date the next before the day of the date of these presents, to commence on the day next before the day of the date hereof, and executed before the sealing and delivery of these presents, and by the force of the same for transferring uses into possession), and to their heirs and assigns forever, *All that* the manor of L. (*here name the premises as usual*), *To have and to hold* the manor, advowson, messuages, farms, tenements, hereditaments and premises herein before mentioned and intended to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said E. G. R. N. R. L. and I. R. their heirs and assigns, to the only proper use and behoof of them the said E. G. R. N. R. L. and I. R. their heirs and assigns for ever, *Subject nevertheless* to the laws and agreement for redemption thereof, as herein after for that purpose is mentioned; *And* the said I. A. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to the said E. G. R. N. R. L. and I. R. their heirs and assigns, by these presents, in manner and form following, that is to say, that the said W. R. I. A. and W. K. some or one of them, at the time of the sealing and delivery of these presents, are, and stand, or is and standeth rightfully, lawfully, and absolutely seised of the said manor, advowson, messuages, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned, or intended to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple, in any manner of condition, use, trust, power of revocation or reversion of use or uses, or other restraint, matter or thing whatsoever, or change, charge, incumber or evict the same; *And also*, that the said W. R. I. A. and W. K. some or one of them, at the time of the sealing and delivery of these presents, have or hath in them, or one of them, good right, full power, true title, and lawful authority, to grant, bargain, sell, release and confirm the manor, advowson, messuages, farms, lands, tenements, hereditaments, and all other the premises herein before mentioned, or intended

Covenant of grant.

Recital of bargain and sale for a year.

Parcels. *Habendum* in fee.

Subject to a proviso for redemption: that grantors are lawfully seised in fee-simple;

and have power to grant.

That *W. R.*
hath done no
act to in-
cumber ;

that *I. A.* hath
done no act to
incumber.

Further confi-
deration.

Covenant of
grant to a
trustee.

Parcels.

Habendum for
the remainder
of the term af-
signed.

to be hereby granted and released, and every part and parcel thereof with their and every of their rights, members and appurtenances, unto the said *E. G. &c.* to the only proper use and behoof of them the said *E. G. &c.* their heirs and assigns for ever, in manner and form afore-
said, according to the true intent and meaning of these presents : And the said *W. R.* for himself, his heirs, executors, and administrators doth covenant, promise and grant to and with the said *E. G. &c.* the heirs and assigns, by these presents, that he the said *W. R.* hath not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or whereof the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premisses herein before mentioned and intended to be hereby granted and released, or any part or parcel thereof, is, are, shall or may be any way impeached, charged or incumbered in respect of charge, estate or otherwise howsoever : And the said *I. A.* for herself, her heirs, executors, and administrators, doth covenant, promise and grant to and with the said *E. G. &c.* their heirs and assigns, by these presents, that she the said *I. A.* hath not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or whereof the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premisses herein before mentioned and intended to be hereby granted and released, or any part or parcel thereof, is, are, shall or may be any way impeached, charged or incumbered in respect of charge, estate or otherwise howsoever : And this Indenture further witnesseth, that for the considerations afore said, and in consideration the sum of 5 s. a piece, of lawful money of, &c. to the said *T. H. I. A.* and *W. K.* in hand well and truly paid by the said *C. F.* as before the sealing and delivery of these presents, (the receipt whereof they the said *T. H. I. A.* and *W. K.* do hereby respectively acknowledge, and thereof, and of every part and parcel thereof, do respectively acquit, release and discharge, the said *C. F.* his executors, administrators and assigns, by these presents,) and for the further securing payment of the said several sums of 1300*l.* and 1000*l.* with interest as afore said, He the said *T. H.* at the request, and by the order, direction and appointment, of the said *I. A.* and *W. K.* testified as aforesaid, Hath granted, bargained, sold, assigned and set over, and by these presents Doth, at the nomination and appointment of them the said *E. G. R. N. &c.* testified by their being parties to, and their giving and delivery of these presents, grant, bargain, sell, assign and set over, unto the said *C. F.* his executors, administrators and assigns, All that the said manor of *L.* with all the rights, members and appurtenances thereof, and all and singular other the said lands, tenements, hereditaments and premisses, in and by the said first recited indenture of demise and assignment, thereby respectively granted and assigned, mentioned to be granted and assigned, and every part and parcel thereof, with their and every of their appurtenances ; and also all the right, title, interest, term and number of years yet to come and to be enjoyed, benefit, property, profit, claim and demand whatsoever, by law and equity, of him the said *T. H.* of, in, or unto the same, and of every part and parcel thereof, by force and virtue of the said first recited indenture of demise, and the said several assignments thereof, and otherwise howsoever, together with the said recited indenture of demise and assignment thereof, and every of them : To have and to hold unto the said manor, lands, tenements, hereditaments, and all and singular other the premisses herein before mentioned or intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their appurtenances, unto the said *C. F.* his executors, administrators and assigns, from henceforth, for and during all the rest,

and remainder of the said term of 1000 years, by the said first recited indenture of demise granted as aforesaid, yet to come and unexpired; *In Trust* nevertheless for the said *E. G. &c.* their heirs and assigns, subject to the proviso, and agreement herein after mentioned and contained: And the said *T. H.* for himself, his executors and administrators, doth covenant, promise, grant and agree to and with the said *C. F.* his executors, administrators and assigns, by these presents, that he the said *T. H.* hath not, &c. viz. (that he hath not incumbered the premises.) And this Indenture further witnesseth, that for the consideration aforesaid, He the said *W. R.* at the request and by the order, election and appointment of the said *I. A.* and *W. K.* testified as aforesaid, and also the said *I. A.* and *W. K. Have.* and each and every of them Hath granted, ratified and confirmed, and by these presents Do, each and every of them Doth grant, ratify and confirm, at the nomination and appointment of the said *E. G. &c.* testified as aforesaid, to the said *C. F.* his executors, administrators and assigns, All the manor, advowson, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned, intended to be hereby assigned, and every part and parcel thereof, with their and every of their appurtenances, together with the said recited original indenture of demise, for one thousand years, and the said first recited assignments thereof, and the assignment hereby made, of all and every of them; To have and to hold the said manor, advowson, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned, and intended to be hereby assigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *C. F.* his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said term of one thousand years, in and by the said first recited indenture of demise granted as aforesaid, yet to come and unexpired; *In Trust* nevertheless for the said *E. G. &c.* their heirs and assigns, subject to the proviso and agreement herein after mentioned and contained; And the said *J. A.* for himself, his heirs, executors and administrators, doth covenant, promise, grant, to and with the said *C. F.* his executors, administrators and assigns, by these presents, in manner and form following, (that to-wit:) that the said recited original indenture of demise for one thousand years, dated the 28th day of March, 1664, now at the time of the sealing and delivery of these presents, is a good and sufficient indenture, valid and effectual in the law, and is and standeth in full force and effect, and is not any ways forfeited, surrendered, made void or voidable, or any ways charged, impeached or incumbered; and that he the said *T. H.* now hath in himself good right, full and lawful and absolute authority, to grant, bargain, sell, convey and set over the aforesaid manor, advowson, messuages, farms, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances, unto the said *C. F.* his executors, administrators and assigns, for the residue of the said term of one thousand years, in trust as aforesaid: And this Indenture further witnesseth, that for the consideration aforesaid, and also for and in consideration of the sum of 5 s. of lawful, &c. to the said *T. H.* in hand truly paid by the said *C. F.* at or before the sealing and delivery of these presents, (the receipt whereof he the said *T. H.* doth hereby

In trust for mortgagee, subject to the proviso, &c.
Done no act to incumber.

Further consideration.

Habendum for the remainder of the term assigned.

In trust for *E. G. &c.*

That the original indenture of demise is good and valid;

and also that *T. H.* hath full power to assign.

Further consideration of 5 s. to *T. H.* by *C. F.* &c. for better securing, &c.

Assignment of
recognizances
and judgments,
&c.

*Habendum to
trustee in trust
for E. G. &c.
Mortgagees.
Letter of attor-
ney.*

Covenant not
to revoke.

Covenant to do
any further act
for recovering,
&c.

herby acknowledge, &c.) and for the further and better securing payment of the said several sums of 1300*l.* and 1000*l.* with interest for the same respectively as aforesaid, *He* the said *T. H.* at the request and by the order and appointment of the said *J. A. W. K.* and *R.* (testified as aforesaid) and also at the nomination and appointment of the said *E. G. &c.* (testified as aforesaid) *Haib* assigned, transferred and set over, and by these presents *Doth* assign, transfer and set over unto the said *C. F.* his executors, administrators and assigns, the several recognizances or statute-staple, and the said several recited judgments, and every of them, and all and every process and proceedings extant and executions thereupon had, sued out and executed, and several sums of money therein respectively mentioned and contained, and all the benefit and advantage thereof respectively, and all his right, title, interest, trust, claim and demand whatsoever, both in law and equity, of, in and to the same respectively; *To have, hold and enjoy* the same, and all the benefit and advantage thereof respectively unto the said *C. F.* his executors, administrators and assigns; *In* testimony for the said *E. G. &c.* their heirs and assigns, subject also to the proviso and agreement herein after mentioned and contained. *And* the said *T. H.* doth hereby at the like request, and by the like direction and appointment of the said *E. G. &c.* testified as aforesaid, as much as in them lies, make and ordain the said *C. F.* his true and lawful attorney irrevocable, and doth give unto him full power and authority in his name, place and stead, but in trust for the benefit of the said *E. G. &c.* their heirs and assigns, subject to the proviso and agreement herein after mentioned as aforesaid, to ask, demand and receive the said several sums of money in the said recognizance or statute-staple, and judgments and every of them, mentioned and contained, and all costs and charges of money due, and to grow due and payable by or upon the said recognizance or statute-staple, and the said two several judgments, every any of them, and all benefit and advantage thereof respectively, to sue for and recover the same, every or any of them, and also to release, acquit and discharge the same, every or any of them, and to do or cause to be done, all and every act and thing for the recovering and obtaining all and every sum and sums of money, due or to grow due upon the same respectively, and also to detain and keep (in trust as aforesaid) all such money so to be received, without any account to be given him the said *T. H.* his executors or administrators, concerning the same; *And* the said *T. H.* doth for himself, his executors and administrators, covenant and grant to and with the said *C. F.* his executors, administrators and assigns, by these presents, in manner and following, that is to say, that he the said *T. H.* will not at any time after, without the consent of the said *E. G. &c.* or the survivor or survivors of them, or the executors, administrators or assigns of the survivor, revoke any authority hereby given to the said *C. F.* his executors and assigns; *And* that he the said *T. H.* his executors and administrators, shall and will from time to time, and at all times to come, upon the reasonable request, and at the proper costs and charges in the law, of the said *E. G. &c.* their executors, administrators and assigns, make, seal and deliver, perform and do all and every such other and other act and acts, thing and things, for the better obtaining or authorizing the said *C. F.* his executors, administrators or assigns to obtain, get in or receive (in trust as aforesaid) all the money due

now due upon the said recognizance or Statute Staple, and the said several judgments, or any of them, and all the benefit thereof respectively, and with covenants not to revoke the same, as by the said G. E. their executors, administrators or assigns, shall be reasonably devised on required. And also that he the said F. H. his executors or administrators, shall not, nor will, unless it be at the request of the said R. G. E. or the survivors or survivor of them, on the executors, administrators or assigns of such survivor, release or discharge the said L. A. his executors, administrators or assigns, or any of them, or the said recognizance and several judgments, or any of them, or the several sums of money in them or any of them mentioned and contained, any part thereof, on any interest, costs or other money due or to be due for the same, or any benefits or advantage thereof respectively, nor will or become non-suit in any process or proceedings, extent or execution brought, sued forth or executed, on to be brought, sued or executed thereupon respectively. And also, that he the said F. H. hath not at any time heretofore vacated, assigned, released, charged or incumbered, and shall not or will not hereafter vacate, release, discharge or incumber the said recognizance or Statute Staple, on the said two several judgments, or any of them, or any former or future extent, process or execution thereupon respectively, or any part thereof or the said L. A. his heirs, executors or administrators, or his, their or any of their lands, tenements, goods or chattels, or personal estate whatsoever, without the consent of the said R. G. E. and the survivors or survivor of them, or their heirs, executors, administrators or assigns of such survivor: And that he the said F. H. his executors and administrators, shall and will at all and at any times hereafter, at the reasonable request, and at the costs and charges in the law of the said R. G. E. or the survivors or survivor of them, or of his or their assigns, or of the executors, administrators or assigns of such survivor, and not otherwise, acknowledge satisfaction in record of the said recognizance or Statute Staple, and the said two several judgments, and of all money due and owing, on to grow due or to be due, for or by reason of the same or any of them, and assign on further all former and future extents and executions upon them, or any part thereof; And that he the said F. H. his executors or administrators, at any time or times hereafter, shall or will do any act or thing whatsoever whereby the said recognizance or Statute, and the said two several judgments, on any of them, or any former or future proceedings, extent or executions at law or in equity thereupon respectively had, sued or executed, or to be had, sued forth or executed, or the said money due or to grow due thereupon respectively, or any part thereof, shall or may be acquitted or discharged of or from the said L. A. his heirs, executors or administrators, or his or their lands, tenements, goods, chattels, real or personal estate whatsoever, or any part thereof, without the consent of the said R. G. E. or the survivors or survivor of them, his or their assign or assigns, or executors, administrators or assigns of such survivor: *Provided*, also, that it is hereby declared and agreed by and between the said F. H. his heirs, executors, administrators or assigns, do and shall well and truly pay or cause to be paid unto, E. (here set down the days of payment), or in the common dining hall of the Middle Temple, London, and

and shall not
nor will discharge, &c.
or the debt.

Hath not before
vacated, assigned,
&c.

but will acknowledge satisfaction at request of, &c.

Provided on payment, &c.
that F. G. and
C. F. will receive, free from incumbrances.

and that without any deduction, defalcation or abatement, of or for taxes, duties, contributions or assessments, parliamentary or otherwise laid, assessed or imposed, or to be laid, assessed or imposed upon said sums of, &c. or either of them, or any part thereof, or upon interest of them or either of them respectively, or any part thereof, upon the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises hereby granted, released and assigned, mentioned or intended to be so, or any of them, or upon any owners, tenants or occupiers of any of the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, upon the said *E. G. &c.* or any of them, for or by reason of the fact that then they the said *E. G.* and their heirs, and all and every person and persons, claiming or to claim, by, from, or under them, every or any of them, and also the said *C. F.* his executors, administrators and assigns, and all and every other person and persons, claiming or to claim, by, from or under him, them or any of them, shall will at the request, costs and charges in the law, of the said *I. A.* his heirs, executors, administrators or assigns, re-convey and re-assign, and every of their respective estates, right, title, interest, claim, demand whatsoever, into and out of all the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, the said several recited securities to them respectively conveyed and assigned as aforesaid, unto the said *I. A.* his heirs, executors, administrators and assigns, or such other person or persons as he or they direct, nominate and appoint, free and clear, and freely and clearly acquitted and discharged, of and from all incumbrances, &c. to be made, committed, done, or wittingly or willingly suffered, by the said *E. G. &c.* their or any of their heirs, executors, administrators or assigns, or the said *C. F.* his executors, administrators or assigns, that by such conveyances and assurances in the law as by the said *I. A.* his heirs, executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and received [and then add a covenant to pay the money.] And also, that if the said shall happen to be made of or in payment of the said several sums of, &c. or either of them, or any part of them, or either of them, contrary to the true intent and meaning of the said proviso and agreement herein before for that purpose contained, and of these premises then, and at all times then after, it shall and may be lawful to and for the said *E. G. &c.* their heirs and assigns, and the said *C. F.* his executors, administrators and assigns, in trust as aforesaid, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the said manor, advowson, messuages, farms, lands, tenements, hereditaments, recognizances or statute-staple, judgment, extents, executions and premises, with their and every of their appurtenances, and the let, suit, trouble, denial, molestation or interruption of the said *I. A.* or his heirs, executors, administrators or assigns, or any other person or persons whatsoever; And further, that the said manor, advowson, messuages, lands, tenements, hereditaments and premises hereby granted, released and assigned, or mentioned or intended to be so, every part and parcel thereof, now are and be, and so from that time, and at all times for ever, from and after default shall be made, of or in payment of the said several sums of, &c. or either of them, or any part of them or either of them, contrary to the true

Covenant to pay.
In default of payment *E. G.* and *C. F.* to enjoy, &c.

And that the mortgaged premises shall be and remain to them free from incumbrances.

and meaning of the said proviso or agreement herein before for that pur-
 pose contained, and of these presents, shall remain, continue and be un-
 der the said E. G. &c. their heirs and assigns, and also to the said C.
 his executors, administrators and assigns, (in trust as aforesaid) freed
 and discharged of and from all and all manner of former and other gifts,
 grants, bargains, sales, leases, mortgages, jointures, dowers, annui-
 ties, uses, wills, legacies, intails, fees, fines, feoffments, issues, amer-
 cements, statutes, recognizances, judgments, executions, tithes, trou-
 sers, charges, burdens and incumbrances whatsoever (other than and
 except the said several recited securities hereby conveyed and assigned,
 mentioned, and intended so to be as aforesaid;) *And further also,* For first affu-
 rance on default
 if default shall happen to be made of or in payment of the said seve-
 rals of, &c. or either of them, or any part of them or either of in payment.
 them, contrary to the true intent and meaning of these presents, that
 then and at all times then after, he the said J. A. his heirs and assigns,
 and all and every other person and persons, having or lawfully claiming,
 which shall or may have or lawfully claim, any estate, right, title or
 interest, into or out of the said manor, advowson, messuages, farms,
 lands, tenements, hereditaments, and premises, or any of them, or
 any part thereof, shall and will at the request of the said E. G. &c. or
 the survivors or survivor of them, or of the heirs, executors, admini-
 strators or assigns, of them, or of any of them, but at the costs and
 charges of the said J. A. his heirs, executors, administrators and as-
 signs, make, do, acknowledge, levy, execute, suffer and perfect, or
 cause to be made, do, acknowledge, levy, execute, suffer and perfect, or
 procure, &c. all and every such further and other lawful
 reasonable act and acts, thing and things, deeds, devises, assurances
 and conveyances in the law whatsoever, for the further, better, more
 safe and absolute granting, conveying and assuring the said manor,
 advowson, messuages, farms, lands, tenements, hereditaments and
 premises, and every part and parcel thereof, with their and every of
 their appurtenances, unto the said E. G. &c. or the survivors or sur-
 vivor of them, his or their heirs or assigns, as by the said E. G. &c.
 the survivors or survivor of them, his or their heirs or assigns, or any
 of them, or their or any of their counsel learned in the laws of this
 realm, shall be reasonably devised or advised and required; *And fur-*
 ther, it is hereby declared, that until default shall happen to be made in
 payment, &c. A. to receive the profits, &c. (as usual in all mort-
 gages;) *Provided always,* and it is hereby covenanted, concluded,
 declared and agreed, by and between all and every the said parties to
 these presents, and the true intent and meaning of them, and of these
 presents, is, that as well all and singular the said manor, advowson,
 messuages, farms, lands, tenements, hereditaments and premises,
 before-mentioned and intended to be hereby granted and releated,
 unto and to the use of the said E. G. &c. their heirs and assigns, and
 any part and parcel thereof, with their and every of their appurte-
 nances, as also all and singular the said manor, advowson, messuages,
 lands, tenements, hereditaments and premises, and the said
 recognizance, statute staple, and the said two several recited
 securities herein before assigned, transferred and set over, or mention-
 ed, intended so to be unto the said C. F. his executors, administra-
 tors or assigns as aforesaid, shall stand and be as well a security for the
 payment of the said sum of, &c. and interest of the same, to the
 said

Until default
 mortgagor to
 enjoy.

Provided that
 the mortgaged
 premises shall
 stand and be a
 security for the
 sum of —
 to E. G. as of
 the sum of —
 to R. N. with-
 out preference
 or precedence.

said *E. G.* his executors, administrators and assigns, as also for the said sum of, &c. and interest thereof to the said *R. N. &c.* their executors, administrators and assigns, without any manner of preference or precedence; and that they the said *E. G. &c.* and *C. F.* respectively, and their heirs, executors, administrators and assigns, shall not nor will, any time or times hereafter, release, assign, transfer or otherwise convey the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises herein before granted, released and assigned or vacate, discharge or any ways incumber the same, or any of them without the free and natural consent, good-liking, approbation and direction of the said *E. G. &c.* respectively, their respective executors, administrators or assigns, under their several and respective hands and seals in writing first had and obtained.

R. Wille

Besides these covenants, in matters of large concern, and where the mortgaged premises are in tenants' hands, a covenant may be added to assign the yearly value thereof, and another to appoint a receiver to collect the same and pay off the interest and all costs, &c. and the overplus to the mortgagor.

A good Mortgage of a Manor, &c. by Way of Lease for 500 Years

Consideration,
800*l.*

Covenant of demise.

Parcels, viz.
the manor of,
&c.

General words
to the manor;

and also all, &c.

THIS Indenture, &c. Between *T. P.* of *I.* in the county of *gent.* son and heir of *T. P.* late of *N.* in the same county doctor of physic, deceased, of the one part, and *T. B.* of the county of *L.* merchant, of the other part, *Witnesseth*, that the said *T. P.* unto these presents, for and in consideration of the sum of 800*l.* of, to him in hand paid by the said *T. B.* at or immediately before the making and delivery of these presents, the receipt whereof the said *T. P.* party to these presents doth hereby acknowledge, and himself there fully satisfied, and thereof, and of every part thereof, doth clearly quit, exonerate and for ever discharge the said *T. B.* his executors, administrators, by these presents, *Have* bargained, sold, demised, granted, and to farm letten, and by these presents *Doth*, &c. unto the said *T. B.* his executors, administrators and assigns, *All that* the manor of *H.* in the county of *S.* with the rights, members and appurtenances thereof, and all messuages, houses, waters, mills, lands, tenements, meadows, pastures, feedings, woods, underwoods, commons, heath, furze, moors, marshes, wastes, profits and perquisites of courts, of copyholders and freeholders, chief-rents, quit-rents, rents of fines, heriots, amerciaments, services, reversions, royalties, privileges, franchises, jurisdictions, profits, commodities, hereditaments and purtenances whatsoever, to the said manor belonging or appertaining accepted, reputed or taken as part, parcel or member thereof; and all that tenement, with the close or parcel of pasture wherein the tenement standeth, containing by estimation, &c. be the same manor, situate, lying and being in the parish of *H.* in the county of *S.* or late in the several tenures or occupations of, &c. or of their assigns

and also all that piece, &c. and all woods, underwoods, timber and
 trees, standing, growing, or being in, upon or about the several closes,
 pieces or parcels of ground above-mentioned, and every on any part
 thereof; and all ways, waters, commons and common of pasture, pro-
 priety, commodities, hereditaments and appurtenances, whatsoever, to the
 said tenements, and several closes, or parcels of land, or ground, and
 every or any of them belonging or appertaining, or with them, or any
 of them used, occupied or enjoyed; and all other the messuages, lands,
 tenements and hereditaments, which were conveyed and assured, by and
 from G. S. of, &c. and J. W. of, &c. to the said T. R. deceased, in
 and by a certain indenture of bargain and sale, under their hands and
 seals, bearing date, &c. and enrolled in the high court of Chancery;
 and the reversions, rents, issues, and profits, of all and singular the manors and the rever-
 sions, lands and premises above-mentioned; and every part-
 thereof; To have and to hold, all and singular the said manors, tenement, Habendum for
 several closes and parcels of land, and all other the premises, above, 500 years.
 and by these presents demised, granted, bargained and sold,
 with their and every of their appurtenances, and the rents and reversions
 thereof, unto the said T. B. his executors, administrators and assigns,
 from the sealing and delivery of these presents, Unto the end and term
 of five hundred years from thence next ensuing, and fully, to be com-
 menced and ended, without impeachment of or for any manner of waste
 or spoil; Yielding and paying, therefore yearly and every year, dur-
 ing the said term, unto the said T. R. party hereunto, his heirs and
 assigns, the yearly rent of one pepper-corn, on the feast day of All-Saints
 every year (if it be demanded) and no more. Provided always, and
 in these presents are upon this condition nevertheless, that if the said T. R.
 party hereunto, his heirs, executors, administrators or assigns, or any of
 them, do and shall yearly and every year from henceforth for and dur-
 ing the term of five years now next ensuing, well and truly pay or cause
 to be paid unto the said T. B. his executors, administrators or assigns,
 at the 26th day of J. in annual payment of 48 l. of
 the 26th day of J. and 26th day of J. in every year, by equal
 parts; the first payment thereof to begin and be made on the 26th
 day of J. now next ensuing; and also if the said T. R. party hereunto,
 his heirs, executors, administrators or assigns, do and shall well and
 truly pay, or cause to be paid, unto the said T. B. his executors, ad-
 ministrators or assigns, at the place of payment aforesaid, the sum of
 800 l. of like good and lawful money of Great Britain, on the last day
 of J. which shall be in the year, &c. and in case the said T. R. party
 hereunto, shall be minded to repay the said 800 l. before the end of the
 five years, and do and shall give or leave notice or warning thereof
 in writing, at the now dwelling-house of the said T. B. in, &c. on the
 day of J. or 20th day of J. within the two years of the five years
 aforesaid, and do and shall truly pay to the said T. B. his executors, or
 assigns, at the place of payment aforesaid, the sum of 800 l. of, &c.
 on the next half-year's day of payment then ensuing, together with all
 interest, and so much of the said yearly sum of 48 l. as shall be then
 due and payable, and do make no default of payment of or in any one
 of the sums of money aforesaid; that then and from thence-
 forth this present grant, bargain, sale and demise of all and singular the
 premises shall cease, determine, and be utterly void and of none
 effect,

Reddendum a
 pepper-corn.

Proviso for
 redemption,
 viz. 48 l. year-
 ly for five years,
 being the inter-
 est;

and 800 l. on
 the, &c.

The mortga-
 gor may pay
 the 800 l. on
 notice, &c.
 within two of
 the five years.

effect, to all intents and purposes, as if the same had never been made this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding: And the said *T. P.* party hereunto, for himself, his heirs, executors and administrators, and for every of them doth covenant, promise, grant and agree to and with the said *T. B.* his executors, administrators and assigns, and to and with every of them in these presents, in form following, that is to say, *That* he the said *T. P.* party hereunto, at the sealing and delivery of these presents, is the true, lawful and rightful owner of the said manor, tenement, lands, and all other the premises above herein and hereby demised, granted, bargained and sold, or meant, mentioned or intended to be hereby demised, granted, bargained and sold, with their appurtenances, and of every part and parcel thereof; and now is and standeth lawfully seised in demesne, as of fee, of and in all and singular the said manor, tenement, lands and premises, with their appurtenances, and of every part thereof, of a good, sure, lawful, perfect, rightful, absolute and infeasible estate of inheritance in fee-simple, without any reversion, remainder, limitation of use or uses, power of revocation, or other matter or thing whatsoever, of or in any person or persons, to alter, change or determine the same; And that he the said *T. P.* party to these presents, now hath in himself full power, good and perfect right, and lawful authority to demise, grant, bargain and sell all and singular the said manor, tenement, lands, hereditaments and premises above mentioned, with their appurtenances, and every part thereof, unto the said *T. B.* his executors, administrators and assigns, for and during the said term of five hundred years, in manner and form aforesaid, and according to the true intent and meaning of these presents; And also that the said *T. B.* his executors, administrators and assigns, shall and may from time to time and at all times, from and after default of payment made of several sums of money aforesaid, or of any of them, or any part thereof, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said manor, tenement, lands, hereditaments and premises above, in and by these presents demised, granted, bargained and sold with their and every of their appurtenances, and every part and parcel thereof, for and during the said term of five hundred years, without any let, trouble, interruption, incumbrance or disturbance of or by the said *T. P.* party hereto, his heirs, executors, administrators or any of them, or of or by any other person or persons whatsoever. And further, that the said manor, tenement, lands, hereditaments and all other the premises, above, in and by these presents mentioned or intended to be herein and hereby demised, &c. with their and every of their appurtenances, now are and be, and so from time to time, at all times hereafter, for and during the said term of five hundred years, shall be, remain and continue, and be had, holden and enjoyed, and by the said *T. B.* his executors, administrators and assigns, (according to the proviso or condition above-mentioned) free and clear, and and clearly acquitted, exonerated and discharged, of and from all manner of former and other gifts, grants, bargains, sales, jointures, dowers, uses, intails, statutes-merchant and of the same recognizances, extents, executions, rent-charges, rent-sock, and yearly payments, fines, issues, amerciaments, seizures, sequestrations and cause and causes of sequestration, and of and from all other

That he now is and standeth lawfully seised,

and hath power to demise.

After default in payment the mortgagee to hold, &c.

and that the premises shall be and remain, &c. free from incumbrance.

tiles, troubles, charges and incumbrances whatsoever, had, made, com-
 mitted and suffered by the said *T. P.* party hereunto, or by any person
 or persons whatsoever; the rents and services from henceforth to grow
 due and payable to the chief lord and lords of the fee and fees of the
 premises, in respect of his and their seignory and seignories, excepted
 and foreprized; and except one annuity or yearly rent-charge of 10 *l.* ^{except one an-}
^{er annum,} issuing and payable out of the premises, or some part there-
 unto *E. M.* mother of the said *T. P.* party hereunto, for and dur-
 ing the term of her natural life, and no longer; and also except one ^{also except a}
 lease or grant made of parcel of the premises, by the said *T. P.* party, ^{lease for —}
^{to the said, T. L.} for a certain term yet enduring, at and under years, of par-
 cel of the premises by the said *T. P.* party, *Esc.* to the said, *Esc.* ^{par-}
 the yearly rent of 42 *l.* and also except one other lease made of other ^{cel of the pre-}
 parcel of the premises by the said *T. P.* party, *Esc.* to the said, *Esc.* ^{mises.}
 for a certain term yet unexpired, whereupon the yearly rent of 16 *l.* is
 reserved and payable; which said several yearly rents of 42 *l.* and 16 *l.*
 and by the said several leases reserved, shall, from and after default of
 payment made of the sums of money aforesaid, or any of them, be-
 come due and payable unto the said *T. B.* his executors, administrators
 and assigns, for and notwithstanding any act or thing, had, made or
 done, or to be had, *Esc.* by the said *T. P.* party, *Esc.* or by any other
 person or persons; And moreover, that the said *T. P.* party, *Esc.* and
 his heirs, and all other person and persons, and their heirs, having,
 claiming, deriving or pretending, or which can or may hereafter have
 claim any manner of estate, right, title, interest, claim, benefit or
 demand, of, in, to, or out of the said manor, lands, tenements, here-
 tenements and premises above-mentioned to be herein and hereby de-
 livered, granted, bargained and sold, with their appurtenances, and eve-
 ry part or parcel thereof, (except as aforesaid) shall and will from
 time to time, and at all times from and after default and payment made
 of the sums of money in the proviso and condition aforesaid expressed,
 any of them, upon the reasonable request, and at the costs and
 charges in the law, of the said *T. B.* his executors, administrators and
 assigns, make, do, acknowledge, levy, suffer and execute, and cause
 and procure to be made, *Esc.* unto the said *T. B.* his executors, admi-
 nistrators and assigns, all and every such further, lawful and reasonable
 acts, thing and things, deeds, devises, grants, releases, con-
 tinuances and assurances in the law whatsoever, for the further and bet-
 ter, more perfect and absolute granting, conveying and assuring of the
 said manors, tenement, lands and premises, above herein and hereby
 reserved, granted, bargained and sold, with their appurtenances, and
 every part and parcel thereof, unto the said *T. B.* his executors, admi-
 nistrators and assigns, for and during the said term of five hundred years,
 discharged of the proviso or condition aforesaid, and of all power and
 right of redemption, as by the said *T. B.* his executors, administra-
 tors or assigns, or his or their counsel learned in the law, shall be rea-
 sonably devised or advised and required; And it is lastly agreed by and
 between the said parties to these presents, for them, their heirs, execu-
 tors, administrators and assigns, that the said *T. P.* party, *Esc.* his heirs,
 executors, administrators and assigns, shall and may have, hold and enjoy
 the premises, and receive and take the rents and profits thereof to his and
 his own proper uses, until the first default of payment shall be made of
 the sums of money in the proviso and condition aforesaid expressed,
 without any let, hindrance or denial of or by the said *T. B.* his execu-
 tors,

For further as-
 surance after
 default in pay-
 ment.

That mortga-
 gor may hold
 until default.

tors, administrators, or assigns, on any of them; any thing herein contained to the contrary notwithstanding, &c. In Witness, &c.

* *A Mortgage by Limitation, for a Term of Years, out of the Estate, Release and Fine.*

Parties.

Marriage settlement recited.

Parties and their descriptions.

Consideration.

Transfer.

Parcels.

Uses of the settlement.

Death of the tenant for life. That C. D. is the eldest issue of the marriage.

THIS Indenture, made the — day of — in the 31st year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith and so forth, and in the year of our Lord 1791, Between C. D. — in the parish of — in the county of — esq; the eldest son and heir of A. B. late of — aforesaid, esq; by H. C. his wife, both deceased; of the one part; and B. F. of — in the parish of — of the other part: Whereas by indentures of lease and release, the lease bearing date the — and the release the — day of — in the year of our Lord 1791, and expressed to be made between G. H. in the county of — gentleman, deceased, of — of the first part, A. B. of — the said county of — gent. of the second part; T. F. of — in the said county of — gent. of the third part; and H. C. daughter of the said G. H. of the fourth part; being or purporting to be the settlement made previous to, and in consideration of, the marriage then intended and soon afterwards had and solemnized between the said A. B. — and the said H. C. — reciting as therein is recited, It is witnessed that in consideration of the said marriage, and of 5s. by the said F. — to the said G. H. in hand paid, and for other considerations therein mentioned, He the said G. H. did grant, bargain, sell, alien, release and confirm all and singular the messuages, farms, lands, tenements and hereditaments therein and herein after particularly mentioned, and hereunto granted and released, or intended so to be, with their and every of the rights, members and appurtenances, unto the said F. F. and to his heirs. To hold the said messuages or tenements, farms, lands and hereditaments, to the said F. F. his heirs and assigns, to and for the several uses, intents and purposes therein and herein after mentioned, (that is to say) to the use of the said G. H. and his heirs, until the said marriage should be had, and after the solemnization thereof, to and for the uses, intents and purposes, and subject to the provisos and agreements therein after declared, and herein after in part mentioned of and concerning the same, that is to say, to the use of the said A. B. and his assigns, for and during the term of his life, without impeachment of waste, for any manner of waste, with remainder to the use of the said H. C. and her assigns, for the term of her life, without impeachment of waste, with remainder to the heirs of the body of the said A. B. on the body of the said H. C. lawfully to be begotten; and for want of such issue, the only use and behoof of the right heirs of the said H. C. for ever. And whereas the said A. B. and H. C. are both since deceased, and the said C. D. party hereto, is the eldest issue of the said marriage. And whereas the said C. D. having occasion to borrow some money of the said settled estate, has contracted and agreed with the said E. F. the loan of the sum of 1000*l.* of lawful money of Great Britain, to be

second

secured in manner herein after mentioned, and for that purpose to convey the said messuages, tenements, farms, lands and hereditaments, to the uses herein after expressed: Now this Indenture witnesseth, that in pursuance of the said agreement, and for and in consideration of the sum of — l. of lawful money of Great Britain, to the said C. D. part thereto, in hand well and truly paid by the said E. F. at or immediately before the sealing and delivery of these presents, the payment and receipt of which said sum of — l. the said C. D. doth hereby acknowledge, and of and from the same and every part thereof doth acquit, exonerate, release, and forever discharge the said E. F. his heirs, executors and administrators, and every of them, by these presents; and for effectually securing the payment of the said sum of — l. unto the said E. F. his executors, administrators and assigns, he the said C. D. hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said E. F. (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said C. D. for 5 s. consideration, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery thereof for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring of uses into possession) and to his heirs and assigns, all that, &c. together with all houses, out-houses, offices, buildings, barns, stables, yards, gardens, orchards, back-alleys, hedges, ditches, balks, ways, passages, waters, water-courses, tenements, profits, privileges, commons, rights of commoning, common of pasture, advantages, commodities, hereditaments and appurtenances whatsoever, to the said messuages, farms, lands, tenements, hereditaments and premises hereby granted released, or intended so to be, or to any or either of them, or to any part or parts thereof, belonging or in any wise appertaining, or therewith or with any of them, or with any part thereof now or at any time or times heretofore let, letted, occupied or enjoyed, or accepted, reputed, taken or known as parcel or member thereof, or of any part thereof; which said messuages, tenements, farms, lands, hereditaments and premises, are situated in the bounds, parishes and precincts of — in the said county of — some or one of them, and now are in the several reversion or reversion of the several persons herein after named, their under-tenants or under-tenants, assignee or assigns, at the several yearly rents following, (that is to say) S. L. at the yearly rent of 40 l. K. L. at the yearly rent of 90 l. R. L. at the yearly rent of 90 l. S. S. at the yearly rent of 100 l. amounting in the whole to the yearly sum of 290 l. and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits, of all and singular the said messuages, farms, lands, tenements, hereditaments and premises herein before particularly mentioned, and hereby granted and released, or intended so to be, with their and every of their appurtenances, and also all the estate, right, title, use, trust, inheritance, property, claim and demand whatsoever, as well at law as in equity, and in possession, remainder, reversion, expectancy or otherwise howsoever, of him the said C. D. in, to or out of the said messuages, farms, lands, tenements, hereditaments and premises hereby granted and released, or intended so to be,

Lease for a year

Parcels.

General words.

Rental.

Grant of title
deeds.

Habendum,

to the mort-
gagee in fee,

to the use of
the mortgagee
for 500 years.

Remainder to
the mortgagor
in fee.

Proviso for the
redemption.

Half year's in-
terest.

Principal sum
and half year's
interest.

be, and every or any of them, and every or any part or parcel thereof
Together with all deeds, evidences and writings whatsoever touching or
concerning the said several messuages, farms, lands, tenements, here-
ditaments and premises herein before mentioned, and hereby released
intended so to be, or any of them alone, and which do not also relate
to other hereditaments of greater value, and true and attested copies
all such other deeds, evidences and writings, which concern the said
premises, jointly, with any other messuages, farms, lands, tenements
hereditaments and premises now in the custody or power of him the said
C. D. or which he can come by without suit at law or in equity, for
copies to be made at the costs of the said C. D. party hereto, To have
and to hold the said messuages, farms, lands, tenements, hereditaments
and all and singular other the premises herein before mentioned and de-
scribed, and hereby granted and released or intended so to be, with
their and every of their rights, members and appurtenances, unto the
said E. F. his heirs and assigns, to the uses and for the ends, intents
and purposes, and under and subject to the powers, provisos and agree-
ments herein after expressed and declared, of and concerning the said
(that is to say) to the use and behoof of the said E. F. his heirs, ex-
ecutors, administrators and assigns, for and during, and unto the
end and term of five hundred years, to be computed from the day
the date of these presents, without impeachment of or for any manner
of waste, subject to the proviso and agreement herein after expressed and
contained of and concerning the said term, and from and immediately
after the end, expiration or sooner determination of the said term, as
in the mean time subject thereto, to the use and behoof of the said
D. his heirs and assigns for ever; and to and for, and upon no other
trust, intent or purpose whatsoever. *Provided always*, and it is hereby
by expressly declared and agreed, by and between the said parties
these presents, and the true intent and meaning of them and of these
presents is, that the said term of 500 years herein before limited in
the said C. D. his executors, administrators and assigns, of and in
said messuages, farms, lands, tenements, hereditaments and premises
herein comprised is so limited as aforesaid, subject to the proviso
agreement herein after expressed and contained, (that is to say) that
the said C. D. his heirs, executors, administrators or assigns, or any
them, shall and do well and truly pay or cause to be paid unto the
E. F. his heirs, executors, administrators or assigns, at or in the com-
mon dining-hall of *Lincoln's-Inn*, in the county of *Middlesex*, the
and just sum of 1050 *l.* of lawful money of *Great Britain*, being
said principal sum of 1000 *l.* and the sum of 50 *l.* as and for one year's
interest thereof, after the rate of 5 *l.* for a year, in manner following
that is to say, the sum of 25 *l.* part thereof, on the — day of —
now next ensuing, and the further sum of 1025 *l.* being the residue
full payment thereof on the — day of — which will be in the
of our Lord 1792, without making any deduction or abatement
soever out of the said several sums, or any part thereof, for or in re-
of any taxes, rates, assessments, charges, payments or impositions
whatsoever already taxed, charged, assessed or imposed, or which at
time hereafter may be taxed, charged, assessed or imposed upon the
messuages, farms, lands, tenements, hereditaments and premises
any part or parts thereof, or upon the tenants or occupiers thereof

upon the said sum of ——— I. intended to be hereby secured, upon the said E. F. his executors, administrators or assigns, any of them, for or in respect thereof, by authority of parliament or otherwise howsoever, then, and in such case, and at any time from and after such payment as aforesaid shall be made to the said E. F. his executors, administrators or assigns, he the said E. F. his executors, administrators or assigns, shall and will, upon the request and at the costs and charges of the said C. D. his heirs or assigns, transfer, release, surrender or make void the residue of the said term of 500 years, in such manner as the said C. D. his heirs or assigns shall direct or appoint; And for the consideration aforesaid, and for barring, destroying and extinguishing all estates-tail and all reversions and remainders thereupon expectant or depending of and in the said messuages, lands, tenements, hereditaments and premisses, and for conveying and assuring the same unto the said E. F. his heirs and assigns, to the uses, for the ends, intents and purposes, and under and subject to the powers, provisos and agreements herein before expressed and declared of and concerning the same, He the said E. F. doth herefor himself, his heirs, executors and administrators covenant, promise and agree to and with the said E. F. and his heirs, that he the said C. D. shall and will at the proper costs and charges of the said C. D. as of last Michaelmas term, or before the end of Hilary term next ensuing, acknowledge and levy before his majesty's justices of the court of common pleas at Westminster, one or more fine or fines, *sur plainte de droit come ceo, &c.* whereupon proclamations shall and may be had and made according to the form of the statute in that case made and provided, and the usual case of fines in such cases accustomed unto the said E. F. and his heirs, of the said messuages, farms, lands, tenements, hereditaments and premisses, by such apt and convenient names, quantities, qualities, number of acres and other descriptions as shall be thought sufficient and proper to comprise the same, Which said fine or fines so as aforesaid, or in any other manner, or at any other times levied and acknowledged, or to be levied and acknowledged, and all and every other fine and fines, conveyances and assurances by law whatsoever, had, made, levied, suffered or executed, or to be had, made, levied, suffered or executed, of the same premisses, or any part thereof, either alone or together, with other hereditaments and premisses by and between the said parties to these presents, or any of them, or whereunto they or any or either of them shall or may be bound by parties, privy or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure, and are hereby declared by all the said parties to these presents to be and enure as to the same hereditaments and premisses, and the devise or devisees in the said fine or fines, named or to be named, and his and their heirs, shall stand and be seised of the same hereditaments and premisses, and every part or parcel thereof to the same uses, for the ends, intents and purposes, and under and subject to the provisos, powers, declarations and agreements herein before likewise expressed, declared and contained of and concerning the same hereditaments and premisses, according to the true intent and meaning of these presents; And the said C. D. for himself, his heirs, executors and administrators doth hereby covenant, promise, declare and agree to and with the said E. F. his executors, administrators and assigns, by these

Covenant to
levy a fine.

Uses of the fine
declared.

Covenant that
the mortgagor
is seised in fee.

Has good right
to convey,

for payment of
the money;

or in default for
quitting enjoy-
ment.
Principal and
one year's in-
terest.

Free from in-
cumbrances,

these presents, in manner following, (that is to say) that he the said *C. D.* at the time of sealing and delivery hereof is lawfully, rightfully and absolutely seised in his demesne as of fee, or of fee-tail, of and in the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned and intended to be hereby granted, released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances of a good, sure, perfect absolute and indefeasible estate of inheritance in fee-simple or fee-tail possession, without any reversion or remainder, trust, limitation, power of revocation, contingent proviso, new or other use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void or lessen, incumber or determine the same; And that he the said *C. D.* at the time of the sealing and delivery of the presents, hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, release, limit, convey and assign the said messuages, farms, lands, tenements, hereditaments and singular other the premises mentioned to be hereby granted, released and limited in use, as aforesaid, with their respective rights, members and appurtenances, unto the use of the said *E. F.* his executors administrators and assigns, for and during the said term of 500 years as aforesaid, according to the purpose, true intent and meaning of the presents; And also that he the said *C. D.* his heirs, executors or administrators, or some or one of them shall and will well and truly pay or cause to be paid unto the said *E. F.* his executors, administrators and assigns, the said sum of 1050*l.* at the days and times, and in the manner in the proviso herein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatsoever, to be made thereout, or in respect thereof, as aforesaid, and according to the true intent and meaning of the proviso or condition herein before for that purpose contained; And also that it shall and may be lawful to and for the said *E. F.* his executors, administrators and assigns, after default if any shall happen to be made in the payment of said sum of 1050*l.* or any part thereof contrary to the said proviso and covenant herein before in that behalf contained, peaceably and quietly into and upon the said messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned to be hereby limited in use, for the term of 500 years, as aforesaid, with their and every of their rights, members and appurtenances, to enter, and the same from thenceforth peaceably and quietly to hold, use, occupy, possess and enjoy, and the rents, issues and profits thereof, to receive and take, to and for his and their own respective and benefit, for and during the continuance of the said term of 500 years, without the lawful let, suit, trouble, denial, eviction or interruption whatsoever, of, from or by the said *C. D.* his heirs, executors administrators and assigns, or either of them, or any other persons whatsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *C. D.* his heirs, executors and administrators, or some or one of them, at times hereafter well and sufficiently saved harmless and kept indemnified, of, from and against all and all manner of former and other grants, gains, sales, uses, trusts, jointures, dowers, rights and titles of dower, entails, mortgages, judgments, estates, debts, titles, charges, incumbrances whatsoever already had, made, done, committed,

full

suffered, or to be had, made, done, committed or suffered; by him the said C. D. or any other person or persons whomsoever; *And further*, and further assurances, that the said C. D. and his heirs, and all and every other person and persons whatsoever having or lawfully claiming, or who shall or may at any time hereafter, have or claim any estate, right, title, trust or interest whatsoever at law or in equity, of, in, to or out of the said messuages, farm, lands, tenements, hereditaments and premises, or any of them, herein before mentioned to be hereby limited in use, unto the said E. F. his executors, administrators and assigns for the said term of 500 years, as aforesaid, or any part or parts thereof, by, from, under, or in trust for them or any of them as aforesaid, shall and will at any time or times after default (if any) shall happen to be made in payment of the said sum of 1050*l.* or any part thereof, contrary to the proviso and covenant herein before in that behalf contained upon the reasonable request of the said E. F. his executors, administrators and assigns, but at the costs and charges of the said C. D. his heirs or assigns, make, do, acknowledge, levy, suffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected and finished, and every such further and other lawful and reasonable acts, deeds, recoveries, conveyances and assurances in the law whatsoever for the further, better and more effectually granting, limiting, assuring and confirming the said messuages, farms, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby limited in use, as aforesaid, unto the said E. F. his executors, administrators and assigns, for and during the residue and remainder of the said term of 500 years which shall be then to come and unexpired therein freed, released and discharged of and from the proviso herein before contained of redemption of the said premises, and all other rights, titles and any of redemption whatsoever, and by such ways and means as by the said E. F. his executors, administrators and assigns, or his, their any of their counsel learned in the law shall, in that behalf, be advised and reasonably required. *And it is hereby further declared and agreed by and between the said parties to these presents, that until default shall happen to be made in payment of the said sum of 1050*l.* or any part thereof, contrary to the proviso and covenant herein before in that behalf contained, it shall and may be lawful to and for the said C. D. and his heirs and assigns, to have, hold, occupy, possess and enjoy the said hereditaments and premises, and to receive and take the rents, profits and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, interruption or interruption whatsoever, of, from or by the said E. F. his executors, administrators or assigns, or any of them, for and during the said term of 500 years herein before limited in use to the said E. F. his executors, administrators and assigns, any thing herein before limited to the contrary thereof in any wise notwithstanding; *And it is hereby further declared and agreed by and between the said parties to these presents, and the said C. D. for himself, his heirs, executors, administrators and assigns doth hereby further covenant, promise and agree to and with the said E. F. his executors, administrators and assigns, that in case the said sum of 1050*l.* or some part thereof, shall not be paid on the said — day of — which will be in the year —**

That mortgagor shall enjoy till default of payment.

That in case money not paid, mortgagee will convey the fee simple.

1792, remain unpaid or unsatisfied, and shall not within sixty days the next ensuing be paid and satisfied, he the said C. D. or his heirs, or all persons claiming under or in trust for him, them or any of them shall and will as soon after the said sixty days as conveniently may be, at the costs and charges of the said G. D. his heirs, executors, administrators or assigns, by such good and sufficient conveyances and assurances in the law as the counsel of the said E. F. his executors, administrators or assigns, shall advise, convey and assure, or cause to be conveyed and assured unto the said E. F. and his heirs, or to such person or persons as he or they shall in that behalf nominate and appoint free from incumbrances except tenants' leases, and with usual and reasonable covenants, the said messuages, farms, lands, tenements, hereditaments, and singular other the premises herein before mentioned and hereunto granted and released, and limited in use or intended so to be, and every part and parcel thereof, with their respective rights, members, appurtenances, in order that the same may be absolutely and irreversibly vested in the said E. F. his heirs and assigns for ever.

Witness.

J. J.

A Bond to pay the Money. And also a Bond for performance of Covenants.

A Mortgage of Land, to save harmless from certain Bail and Ships.

Recital of bond entered into.

THIS Indenture, &c. Between J. B. citizen, and G. of the one part, and R. B. &c. on the other part: Whereas the said R. B. with the said J. B. and at his special request, and for the only debt of the same J. B. by one obligation dated, &c. did become jointly and severally bound unto A. M. &c. in the sum of 100 l. &c. for the payment of 100 l. of like money, to have been paid the day now past, as by the said obligation and condition thereof plainly may appear; And whereas the said R. B. and one J. S. failed in the entreaty, and by the special means of the said R. B. have taken the said J. B. to bail in an action of trespass, the damage laid at the suit of the said J. B. in the compteur in W. in L. at the suit of M. S. goldsmith, and W. C. grocer, as by the records, remaining in the compteur aforesaid, will appear; And whereas also the said R. B. and J. S. at the entreaty and by the means of the said R. B. have taken the said J. B. to bail in the compteur in the Poultry in L. in satisfaction of debt of 89 l. 12 s. 7 d. there brought against the said J. B. at the suit of one R. T. &c. as by the records, &c. And whereas M. C. of the town of S. draper, by an attachment made in L. against the goods of the said M. S. and W. C. supposed in the hands of the said J. B. had recovered against the same J. 47 l. 2 s. 6 d. of, &c. upon the said J. hath now brought a writ of Error, and upon execution of the same writ, the said R. B. and J. S. as in that case accustomed, are become sureties for the said J. B. And whereas

Recital of becoming bail to an action.

Ditto in error.

R. B. hath undertaken to save harmless the said *J. S.* of and for the premises; Now this Indenture witnesseth, that the said *J. B.* the end that the said *R. B.* his heirs, executors and administrators, and every of them, and all the lands, tenements, goods and chattels of the said *R. B.* his heirs, executors and administrators, and every of them, from time to time, and at all times hereafter, shall as well be saved and kept harmless, of and for all and singular the bonds, suits, suretiships and other charges whatsoever, here above in these presents expressed and recited, and also thereof and therefrom shall be fully discharged, at or before such time as thereto is hereafter assigned these presents. Hath given, granted, bargained and sold, and by these presents, &c. to the said *R. B.* and to his heirs and assigns for ever, All that messuage or tenement, with the appurtenances, some in the tenure or occupation of one *T. R.* late parcel of, &c. situated in the parish of *St. B.* in *L.* commonly called the *G.* and now or being in the occupation of the said *J. B.* and all and singular the houses, buildings, yards, void grounds, profits, commodities, easements and hereditaments, to the said messuage and tenement belonging appertaining, or therewith or with any part thereof now or at any time heretofore had, used or occupied, and the reversion and reversions of all and singular the premises, and all the estate, right, title and interest of the said *J. B.* of, in and to the premises, and every part or parcel thereof, and all and singular deeds, evidences and writings, touching or concerning the premises, or any part thereof; To have and hold the said messuage or tenement, with their appurtenances, and all and singular the premises above bargained and sold, with their appurtenances, to the said *R. B.* his heirs and assigns for ever, to the only use, &c. And whereas the late dean and chapter of the cathedral church of *St. P.* in *L.* by their indenture of lease under their common seal, bearing date, &c. did demise and let to farm the said messuage or tenement, with the appurtenances, unto one *R. D.* then citizen, &c. to him and his assigns, from the feast of, &c. unto the end of twenty-eight years from thence next following, for the yearly rent of, &c. therefore yearly to be paid, as by the said indenture of lease, &c. the residue of which lease and term of years now to come, by lawful force and violence in the law, by means of the said *J. B.* and in trust to be paid and conveyed at the pleasure and appointment of the said *J. B.* or his assigns, is to come unto *M. C.* of, &c. *J. C.* and *W. C.* the said *J. B.* for the better surety and assurance to save and keep harmless the said *R. B.* his heirs, executors, and administrators, every of them, of and for the bonds, baits, suretiship and charges of the said, hath delivered, bargained and sold to the said *R. B.* the said indenture of lease and all conveyances thereof; and by these presents witnesseth, &c. that the said *M. C.* *J. C.* and *W. C.* or the survivor or survivors of them, on this side the 24th day of *J.* which shall be the year of our Lord, &c. shall plainly and lawfully convey, assign and set over, all their estate, interest and term of years, of and in the said messuage and tenement, with the appurtenances, yet to come, unto such person or persons as the said *R.* in that behalf shall nominate, unto such person or persons as the said *R.* in that behalf shall nominate, and appoint. Provided always, that if the said *J. B.* his executors or administrators or assigns, shall as well procure and cause, that the said *R. B.* his heirs, executors and administrators, on this side the said

Consideration
to indemnify
the mortgagee

Mortgagor
grants.

The parcels.

Habendum in
fee.

Recital of a
dean and chap-
ter's lease.

Covenant to
assign the same.

Proviso if mort-
gagor indemni-
fies mortgagee,
the grant and as-
signment to be
void,

and mortgagor
to re-enter.

Lawfully seised.

Power to grant.

Free from in-
cumbrances.

On breach of
proviso.
Covenant for
further assu-
rance.

faid 24th day, which shall be, &c. shall be clearly and absolutely acquitted and discharged of and from all the bonds, bails and suretishippes aforefaid, and all other charges wherewith the faid R. B. hath charged himself, from the faid J. B. as aforefaid; as also in the mean time from time to time, shall well and sufficiently save harmless the faid R. B. his heirs, executors and administrators, and all his and their lands, tenements, goods and chattels, of and for the bonds, bails, suretishippes and charges aforefaid, wherewith they or any of them may be charged as aforefaid; that then not only the gift, grant, bargain and sale of the faid messuage and tenement, and other the tenements above made by these presents to the faid R. B. and his heirs, but also the faid grant and assignment of the faid lease, and of all other the premises above bargained, or covenanted to be bargained, shall be utterly void and frustrate; and that then and from thenceforth it shall and may be lawful, as well to and for the faid J. B. his heirs and assigns, into the faid freehold of the above bargained premises wholly to re-enter, and the same to have again, as in his or their former estate, as also for the faid M. C. &c. or the survivors or survivor of them, their executors or administrators, or any of them, at and by the appointment and agreement of the faid J. B. his heirs or assigns, into the faid messuage and tenement, with the appurtenances, for the residue of the term of years aforefaid then to be to come, also to re-enter, and the same as their former estate to have again; these presents or any thing here contained to the contrary notwithstanding: *And also* the faid J. B. for, &c. doth covenant, &c. that he the faid J. B. now at the sealing and delivery of these presents, is and standeth lawfully and solely seised of and in the faid messuage and tenement, with the appurtenances of a good, perfect, sure, absolute and rightful estate in the law in fee simple, either in possession or in reversion, immediately expectant upon determination of the lease and term of years aforefaid, without any condition or limitation of use or uses, and that such estate the faid J. B. hath good, lawful and absolute right and authority, to give, grant, bargain, sell and assure the faid messuage and tenement, with the appurtenances, to the faid R. B. his heirs and assigns for ever, to and for the only use of the faid R. B. his heirs and assigns for ever; *And* that the faid messuage and tenement, with the appurtenances, now are, and from henceforth shall be, stand and continue unto the faid R. B. his heirs and assigns for ever, clear and clearly discharged and acquitted, otherwise at all times sufficiently saved harmless, of and from all and singular former bargains, sales, gifts, grants, annuities, leases, estate titles, charges and incumbrances whatsoever, the old accustomed rents and services hereafter to be due, to be paid and done to the chief lord of the fee or fees of the premises, in respect of their feigniority excepted and foreprised: *And also* that if it shall happen the faid messuage and tenement, with the appurtenances, upon the condition aforefaid, to be forfeited to the faid R. B. and his heirs, that then, and at all times during three years then next following, the faid J. B. and M. C. his wife, and the heirs of the faid J. B. at and upon every reasonable request, and at the costs and charges in the law only of the faid R. B. his heirs, executors and assigns, shall and will do, make, acknowledge, suffer and execute, and cause to be done, &c. all and every such further act and acts, thing and things in the law, for the further and better conveyance, assurance and sure making of the faid messuage and

ment, and other the above bargained premises, with their appurtenances, to be had, conveyed and made sure to the said R. B. his heirs and assigns, for his own use for ever, as by the said R. B. his heirs or assigns, or by his or their counsel learned in the laws of this realm, shall be reasonably devised, advised or required, be it by fine, feoffment, deed or deeds enrolled, release with warranty against all men, or without warranty, recovery with vouchers or voucher, or by any other lawful way or means whatsoever; And the said R. B. covenanteth, &c. to permit and suffer the said J. B. and his assigns, to occupy the said messuage and tenement with the appurtenances, keeping the same well and sufficiently repaired in all things, until the said, &c. which shall be, &c. so as the said messuage and tenement be not in the meantime forfeited to the said R. B. and his heirs, upon the condition above in these presents expressed, and not otherwise. *In Witness, &c.*

Mortgagee may, hold till forfeiture.

A very good Mortgage by Deed enrolled, and a Discharge thereupon, with a Clause, if the Money be not paid according to the Proviso, that then the Mortgagee, paying a farther Sum, shall have the Land absolutely, &c.

THIS Indenture, &c. Between P. R. of, &c. and W. D. of, &c. of the one part, and J. S. of, &c. son and heir of J. S. of, &c. esq; deceased, of the other part, *Witnesseth, That whereas* the said J. S. party hereunto, by indenture of bargain and sale under his hand and seal, bearing date the day of the date of these presents, and sealed and delivered at one and the same instant of time, together with these presents, and intended to be enrolled in the high court of chancery, for and in consideration of the sum of 500*l.* of, &c. therein mentioned to be to him paid by the said P. R. and W. D. hath granted, bargained, sold, aliened, enfeoffed and confirmed unto the said P. R. and W. D. and to their heirs and assigns for ever, all that capital messuage and tenement, &c. as by the said recited indenture of bargain and sale (relation thereunto being had) more at large appeareth: *It is* notwithstanding provided, covenanted, granted, concluded, conditioned, condescended, declared and agreed, by and between all the said parties to these presents, for them, their heirs, executors, administrators and assigns, and each of them the said P. R. and W. D. severally and respectively, by and for himself, his respective heirs, executors, administrators and assigns, and not jointly, nor one for the other, nor one for the act of another, doth covenant, promise, grant, condescend and agree to and with the said J. S. party hereunto, his heirs and assigns, and every of them by these present, that if the said J. S. party hereunto, his heirs, executors, administrators or assigns, or any of them, do and shall, yearly and every year, for and during the space of seven years, to be accounted from the day of the date of these presents, well and truly pay, or cause, &c. unto the said P. R. and W. D. or either of them, their or either of their executors, administrators or assigns, at the now dwelling-house of, &c. the yearly sum or annual payment of 40*l.* of, &c. on the 15th day of D. and the 15th day of J.

Recital of bargain and sale.

With a proviso to be void on payment, &c.

J. in every year, by equal portions, without any deduction, allowance, abatement or defalcation to be had, made or claimed, for or by reason, colour or means of any taxes or assessments to be laid or levied upon the messuage, lands and premises aforesaid, or any part thereof or by colour or means of any rate or rates, assessment or assessments act or acts of parliament, made or to be made, or otherwise howsoever; the first payment thereof to begin and be made on the 15th day of *D.* next ensuing the date of these presents; and also if the said *J.* party hereunto, his heirs, executors, administrators or assigns, do well and truly pay, or cause, &c. unto the said *P. R.* and *W. D.* or either of them, or to the executors, administrators or assigns, of them or either of them, at the place of payment aforesaid, the sum of 500*l.* like, &c. on the 20th day of *J.* which shall be in the year, &c. and do make no default of payment of or in any one payment of the sums of money aforesaid: And also, if upon convenient notice given or left to the said capital messuage, after the expiration of two years now next ensuing, he the said *J. S.* his executors or administrators, shall within six months after such notice, pay or cause to be paid to the said *P. R.* and *W. D.* or either of them, their or either of their executors or administrators, the said sum of 500*l.* and such interest as shall then be behind and unpaid, according to the rate of, &c. that then and from thenceforth the said recited bargain and sale, and the uses therein limited, shall cease, determine and be utterly void and of none effect and that then or at any time afterwards, the said *P. R.* &c. the heirs or assigns, shall and will, upon the reasonable request of the said *J. S.* party, &c. his heirs or assigns, yield and deliver up the said indenture of bargain and sale, and that part of these present indentures which is under the hand and seal of the said *J. S.* party, &c. if the same be not in the mean time casually lost, destroyed, cancelled or defaced by fire or otherwise, unto him the said *J. S.* party, &c. his heirs or assigns, to be cancelled and made void, together with all singular the deeds and evidences mentioned in the schedule or inventory hereunto annexed, saving in case of casualty as aforesaid, safe and cancelled; and then also or at any time afterwards, the said *P. R.* &c. their heirs and assigns, shall and will upon the like reasonable request and at the costs and charges in the law of the said *J. S.* party, &c. his heirs or assigns, grant, re-convey and re-assure all and singular capital messuage, tenement or mansion-house, lands and hereditaments in and by the said recited indenture of bargain and sale granted, bought, gained, sold and conveyed, with their appurtenances, and every part and parcel thereof, unto the said *J. S.* party, &c. his heirs and assigns, or to such other person or persons as he or they shall in that behalf direct and appoint, freed and discharged of and from all and manner of former estates, leases, dowers, titles, troubles, charges and incumbrances, had, made, committed or done by them the said *P. R.* &c. their heirs and assigns, or any of them, at any time or times before the making of such conveyance or re-assurance, as by the said *J. S.* party, &c. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, so that such re-assurance no greater or other warranty be included than against the said *P. R.* &c. respectively, their respective heirs and assigns; and so as for the doing thereof the parties who are to join therein be not compelled to travel further than the cities of *L.* and *W.*

one of them : And the said J. S. party, &c. for himself, his heirs, Covenant to executors, administrators and assigns, and for every of them, doth pay, &c.

covenant, promise, grant and agree, to and with the said P. R. &c. and each of them, their and each of their executors, administrators and assigns, by these presents, that he the said J. S. party, &c. his heirs, executors, administrators and assigns, or some of them, shall and will from time to time well and truly pay, or cause, &c. unto the said P. R. &c. their executors, administrators or assigns, the said yearly sum or annual payment of 30 l. of, &c. for and during the said term of five years, and the said sum of 500 l. of, &c. at the place, several days and times above mentioned, for payment thereof, and in manner and form aforesaid, without making default of payment of or in any one payment thereof, and without any deduction, abatement, allowance or defalcation to be had, made or claimed, for or by colour or means of any taxes or assessments to be laid or set upon the messuage, lands and premises aforesaid, or for or by reason of any act or acts of parliament, or otherwise howsoever ;

And that in case the said J. S. party, &c. his heirs, executors, administrators or assigns, do or shall make any default of payment, of or in one payment of the yearly sum of 30 l. above mentioned, or of the said sum of 500 l. or any part thereof, contrary to the form of the covenant or condition above expressed, then if the said P. R. his executors, administrators or assigns, do or shall, at any time

In case of default and payment of 500 l. more, absolutely to release.

afterwards within the space of six months next after any such default of payment as aforesaid, well and truly pay, or tender to be paid, unto the said J. S. his heirs or assigns, at, &c. a further sum of 500 l. of, &c. (deducting out of the same all such sum and sums of money, as shall then be due and payable for the interest of the sum of 500 l. first above mentioned,) that then or at any time afterwards he the said J. S. his heirs or assigns, shall and will, upon the reasonable request, and at the costs and charges in the law, of the said P. R. &c. their heirs and assigns, or any of them, well and sufficiently, and in due form of law, grant, release, convey and assure all and singular the said capital messuage, tenement, or mansion house, lands and premises above mentioned, with their appurtenances, and all his and their estate, right, title, interest, power and benefit of redemption, claim and demand whatsoever, of, in, to and out of the same, and every part thereof, unto the said P. R. &c. their heirs or assigns, or such other person or persons as they, either or any of them, shall in that behalf direct and appoint, freed and discharged of the proviso, condition or agreement above mentioned, and of all power and benefit of redemption, by such assurance and conveyance in the law, as by the said P. R. &c. And

further, that in case the said P. R. &c. their executors or assigns, shall at any time hereafter before the end of the said term of five years

Freed and discharged of the proviso, &c.

be compelled or compellable by any act or acts of parliament, made or to be made, or otherwise, to accept and take less than the rate of 5 l. per cent. for the forbearance of the sum of 100 l. for one year, or less than the sum of 5 l. per cent. for the 500 l. above mentioned ; that then

In case interest lowered by act of parliament, to pay, &c.

the said J. S. party, &c. his heirs or assigns, shall and will, at the end of six months after notice or warning in that behalf given or left by the said P. R. their or either of their executors, administrators or assigns, at or in the said capital messuages, well and truly pay or cause to be paid unto the said P. R. &c. their executors, administrators or assigns, at the place of payment aforesaid, the said sum of 500 l. and all such part and

That mortgagor
may hold till
default.

and so much of the said annual sum of 30*l.* above mentioned, as shall be then in arrear, unpaid and unsatisfied: And it is lastly the agreement of the said *P. R. &c.* for themselves, their heirs and assigns, that the said *J. S.* party, *&c.* his heirs and assigns, shall and may have, hold and enjoy all and singular the said capital messuage, tenement or mansion-house, lands and hereditaments, and every part thereof, and receive and take the rents and profits thereof to his own proper use, until default of payment made of or in some one payment of the payments aforesaid, contrary to the form above declared, without any let, hindrance or impediment, of or by the said *P. R. &c.* or either of them, their or either of their heirs, executors or assigns, or either of them. *In witness, &c.*

*Mortgage by Lease and Release of Part of the Quit-Rents of a Manor
and other Premises.*

The Lease.

Consideration.

Covenant of
bargain and sale.
The premises
being quit-rents
belonging to a
manor; and
a mansion-
house, and
three other
mortgages.

*Habendum for a
year.*

THIS Indenture made, &c. Between *J. C.* of London, linen draper, of the one part, and *S. M.* of, *&c.* doctor in physick of the other part, *Witnesseth*, that the said *J. C.* for and in consideration of the sum of 5*s.* of lawful money of Great Britain, to him in hand paid by the said *S. M.* the receipt whereof he doth hereby acknowledge, and thereof doth acquit, release and discharge the said *S. M.* his heirs and assigns, by these presents, and, for divers other causes and considerations him hereunto moving, *Hath* bargained and sold, and by these presents *Doth* bargain and sell unto the said *S. M.* All and every the part, share, purparty, right, title, interest, claim and demand whatsoever, of him the said *J. C.* of, in, to or out of all and singular the quit-rents belonging to the manor of, *&c.* and the profits of the said manor, being together of the yearly value of, *&c.* or thereabouts, And of, in, to or out of the capital messuage or mansion-house with the appurtenances, lying, *&c.* late in the tenure or occupation of *J. O.* esq; deceased, And of, in, to or out of all those three messuages or tenements lying, *&c.* with their appurtenances, one whereof now is or late was in the occupation of *E. C.* or his assigns, and the other two now are or late were in the occupation of, *&c.* and of, in, to or out of all and singular ways, passages, waters, water-courses, light, easements, privileges, advantages, hereditaments and appurtenances whatsoever, to the said messuages, lands, tenements, hereditaments and premises, or any of them belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof *To have and to hold* the said part, share or purparty, right, interest, claim and demand of him the said *J. C.* of, in, to or out of the said messuages, lands, tenements and hereditaments, their and every of their rights, members and appurtenances, and all and singular other the premises herein before mentioned or intended to be hereby bargained

and sold unto the said S. M. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be complete and ended: *Yielding and paying* therefore unto the said J. C. his heirs or assigns, the rent of one pepper-corn only, on the feast day of, &c. (if lawfully demanded) and no more, to the intent and purpose, that by virtue of these presents, and of the statutes for transferring uses into possession, the said S. M. may be in the actual possession of all and singular the premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their appurtenances, and be thereby enabled to accept and take a release of the reversion and inheritance thereof, by indenture tripartite, intended to be made between D. C. of London, doctor in physic, father of the said J. C. on the first part, the said J. C. on the second part, and the said S. M. on the third part, and to bear date the day next after the day of the date of these presents. *In witness,* &c.

At the rent of a pepper-corn. To the intent the bargainee may be in possession, and enabled to take a release of the inheritance of the premises.

The Release.

THIS Indenture tripartite, made, &c. Between D. C. of London, doctor in physic, on the first part, J. C. of, &c. linen-draper, one of the sons of the said D. C. on the second part, and S. M. of London, doctor in physic, on the third part. *Whereas* J. O. late of, &c. deceased, did by his last will and testament in writing, bearing date on or about, &c. (among divers other legacies and bequests therein mentioned) give and bequeath unto the said J. C. and eleven others, the sons and daughters of the said D. C. and grandchildren of the said J. O. the sum of 800 l. a-piece, to be paid to them as is therein particularly mentioned; And also gave and bequeathed unto his said grandchildren, after the decease of A. H. widow, or to such of them as should be then living, and should attain the ages therein particularly mentioned, and to their heirs for ever, All those quit-rents and profits of the manor of, &c. being of the yearly value of, &c. or thereabouts, and also gave and bequeathed unto his said, &c. as by the said last will and testament proved and remaining in the prerogative court of Canterbury, relation being thereunto had, may more at large appear: And whereas by indenture of assignment or mortgage, bearing date, &c. the said J. F. in consideration of the sum of, &c. to him in hand paid by the said D. C. and for other considerations therein mentioned, did assign and set over unto the said D. C. All his the said J. C's. right, title, interest, reversion, claim and demand, of, in and to all such share or part of the premises as is or are given or bequeathed unto the said J. C. or between him and the rest of his brothers and sisters, and by the said last will, To hold to the said D. C. his executors, administrators and assigns, under a proviso nevertheless to be void on payment of the sum of, &c. upon the day therein mentioned, and now being since past, as by the said recited indenture of assignment, relation being thereunto had, may more at large appear; And whereas the said D. C. of, &c. or any part thereof, hath not been yet paid to the said D. C. whereby the estate and interest of the said D. C. of and in the pre-

Recital of a will by which the premises were bequeathed to twelve children.

Recital of an assignment by way of mortgage of one twelfth share of the premises.

Habendum to the assignee, under a proviso to be void on payment of the mortgage money, which money, &c. was never paid.

Consideration
of this present
indenture.

Covenant of re-
lease of all the
premises made
by the mort-
gagor and
mortgagee.

The premises.

Also all writ-
ings, &c.

Habendum in fee
simple.

Covenant of as-
signment of the
before recited
indenture of
mortgage.

misses, became and is absolute in the law, redeemable nevertheless in equity, upon payment of the said principal sum of, &c. and the interest thereof : *Now this Indenture witnesseth*, that for and in consideration of the sum of, &c. of lawful money of Great Britain, to the said D. C. by the direction and appointment of the said J. C. testified by his being a party to, and his signing and sealing of these presents, and of the further sum of 5 s. of like lawful money, to the said J. C. in hand, at or before the sealing and delivery hereof, by the said S. M. well and truly paid, the several receipts whereof they the said D. C. and J. C. do hereby respectively acknowledge, and thereof, and of every part and parcel thereof, do respectively acquit, release and discharge the said S. M. his heirs, executors and administrators, by these presents, *He* the said J. C. by and with the consent of the said D. C. testified by his signing and sealing these presents : *And also* the said C. D. *Have*, and each of them *Have* granted, bargained, sold, released, aliened and confirmed, and by these presents do, and each of them doth fully and absolutely grant, bargain, sell, alien, release and confirm unto the said S. M. (in his actual possession now being, by virtue of an indenture of bargain and sale, bearing date the day next before the day of the date of these presents, to him made by the said J. C. for the term of one year, commencing from the day next before the day of the date of the same indenture, and by force of the statute for transferring uses into possession) and to his heirs, *All* and every the part, share, purparty, right, title, interest, claim and demand whatsoever of him the said J. C. of, in, to or out of all and every or any of the aforesaid messuages, lands, tenements and hereditaments, with the appurtenances, situated lying and being, &c. or any of them being freehold, which, in or by the last will of the said J. O. deceased, were devised unto or between the said J. C. and the rest of the children of the said E. C. or meaner mentioned or intended so to be, in possession, reversion, remainder or otherwise, *And of*, in, to or out of all and singular grounds, ways, passages, waters, water-courses, lights, easements, privileges, advantages hereditaments and appurtenances whatsoever, to the said messuages, lands, tenements, hereditaments and premises, or any of them belonging or in any wise appertaining ; *And* the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and every part and parcel thereof, and also all the estate, right, title, interest, equity of redemption, property, profit, use, trust, claim and demand whatsoever of him the said J. C. of, in, or to the same every or any part and parcel thereof, by virtue of the said recited will or otherwise howsoever, together with all deeds, evidences, writings, escripts and muniments whatsoever, which he the said J. C. now has in his hands, custody or power, touching or concerning the same, which he can or may come by without suit in law ; *To have and hold* the said part, share and purparty of him the said J. C. and all and singular other the premises herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said S. M. his heirs and assigns forever, to the only proper use and behoof of the said S. M. his heirs and assigns for ever, subject nevertheless to the proviso and condition hereafter mentioned : *And this Indenture further witnesseth*, that the said D. C. and also the said D. C. with the consent and by the direction and appointment of the said J. C. testified as aforesaid, *Have*, and each

them *Hath* bargained, sold, assigned and set over, and by these presents do and each of them doth bargain, sell, assign and set over unto the said *S. M.* the said recited indenture of assignment or mortgage, and all and singular the premisses thereby assigned, or meant, mentioned or intended to be assigned, with their and every of their appurtenances, *And* also all the part, share, purparty, right, title, interest, claim and demand whatsoever of him the said *J. C.* of, in, to or out of the several leasehold estates, by the said recited will devised to the said *J. C.* and the rest of his said brothers and sisters, after the decease of the said *R. O.* their grandmother, and the said *R. C.* their mother, or either of them, or meant, mentioned or intended so to be, with their and every of their rights, members and appurtenances, and also the said legacy or sum of, &c. devised to him the said *J. C.* and all other legacies and bequests whatsoever to him made in or by the said will, and all the part, share, purparty, right, title, interest, claim and demand whatsoever of him the said *J. C.* of, in, to or out of all or any other or further part of the personal estate of the said *J. C.* deceased, by virtue of the said recited will or otherwise howsoever; *To have and to hold* the said recited indenture of assignment or mortgage, and all and singular other the premisses herein before mentioned or intended to be hereby assigned, with their and every of their rights, members and appurtenances, unto the said *S. M.* his executors, administrators and assigns, from henceforth, to his and their own proper use and behoof, as fully and effectually as he the said *J. C.* might, could, should or ought to hold or enjoy the same, by virtue of the said recited will, subject nevertheless to the proviso or condition herein after mentioned, (that is to say) *Provided always*, and these presents are upon this express condition, *That* if the said *D. C.* and *J. C.* or either of them, their or either of their heirs, executors or administrators, do or shall well and truly pay or cause to be paid unto the said *S. M.* his executors, administrators or assigns, the full sum of, &c. on, &c. with lawful interest for the same, after the rate of, &c. *per cent. per annum*, without any deduction or abatement whatsoever, for or by reason of taxes or otherwise; *And* also if the said *D. C.* and *J. C.* their heirs, executors, administrators and assigns, do and shall well and truly pay and discharge all such taxes, rates and assessments as shall be had, rated or assessed upon the said sum of, &c. or any part thereof, or upon the said *S. M.* his executors, administrators or assigns, for or by reason thereof, or which shall in any wise become due or payable by or from him or them, for or by reason of the lending of the said sum of, &c. or any part thereof, upon this present mortgage, at any time or times hereafter, until the same shall be repaid; *Then* and in such case this present indenture, and the grant, release and assignment hereby made, shall cease, determine, and be utterly void and of none effect, any thing herein before contained to the contrary thereof in any wise notwithstanding: *And* the said *D. C.* and *J. C.* do for themselves, their heirs, executors and administrators, and for every of them, jointly and severally covenant, promise and agree, and with the said *S. M.* his executors, administrators and assigns, and every of them, by these presents, in manner and form following, (that is to say) That they the said *D. C.* and *J. C.* their heirs, executors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *S. M.* his executors, administrators or assigns, the said sum of, &c. of lawful money of

Habendum to the assignee in fee.

Proviso that the present indenture shall be void on payment of the money, all taxes, &c.

Covenant to pay the money according to the proviso.

Great

Covenant that the assignors have full power to grant, sell, &c.

Covenant to make further assurance upon request, in default of payment.

Covenant for quiet enjoyment, till like default be made.

Great Britain, on the said, &c. without any deduction, defalcation or abatement whatsoever as aforesaid: *And also*, that they the said *D. C.* and *J. C.* or one of them, now have or hath in him or themselves, good right, full power, and lawful and absolute authority, to bargain, sell, release, assign, transfer and set over, all and singular the premises herein before mentioned or intended to be hereby bargained, sold or released, assigned, transferred or set over, with their and every of their rights, members and appurtenances, unto the said *S. M.* his executors, administrators or assigns, in manner and form aforesaid; *And* that if default shall happen to be made, of or in payment of the said sum of, &c. and the interest thereof, or any part thereof, at the day or time herein before limited or appointed for payment thereof, that then and from thenceforth, at any time or times after such default, they the said *D. C.* and *J. C.* their heirs, executors, administrators and assigns, and all and every other person and persons, having or lawfully claiming any estate, right, title or interest, of, in, to or out of the said premises hereby bargained, sold, released, assigned or transferred, or any part or parcel thereof, shall and will, upon the reasonable request of the said *S. M.* his heirs, executors, administrators or assigns, make, do, and execute, or cause or procure to be made, done and executed,, all and every such further and other act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better and more absolute conveying and assuring all and singular the said hereby bargained, released or assigned premises, with their and every of their appurtenances, unto the said *S. M.* his heirs, executors, administrators and assigns, according to the form, and the true intent and meaning of these presents, as by the said *S. M.* his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: *And lastly*, the said *S. M.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *J. C.* his heirs, executors and administrators, by these presents, that until default shall happen to be made, of or in payment of the said sum of, &c. and the interest thereof, or some part thereof, he the said *J. C.* his heirs, executors, administrators and assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby bargained, released and assigned premises, and every part and parcel thereof, and accept and take the rents, issues and profits thereof, to his and their own proper use and behoof, without any account to be made or given to the said *S. M.* his executors, administrators or assigns, for or concerning the same. *In Witness, &c.*

* A Mortgage

* *A Mortgage of a Plantation in the West-Indies, with very special Clauses.*

THIS Indenture made the — day of — in the thirtieth year of the reign of our sovereign lord George the Third, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1790, Between T. P. of — in the county of — esq; of the first part; C. F. of — in the county of — spinster, and E. F. of — in the county of — spinster, which said C. F. and E. F. are two of the daughters and co-heiresses of G. F. late of — in the county of — esq; deceased of the second part; I. F. of — in the county of — widow and relict of the said G. F. L. M. of — in the county of — R. R. of — in the county of — esq; executors named and appointed in the last will and testament of the said G. F. deceased, of the third part; and G. S. of — in the city of — merchant, of the fourth part [several prior mortgages to G. F. recited]; And Whereas the said principal sums of — l. and — l. and — l. or either of them, and interest for the same were not paid to the said G. F. at the days and times mentioned and appointed for payment thereof, in and by the said several herein before in part recited indentures, whereby the estate and interest of the said G. F. of and in the same hereditaments, became absolute in law; And whereas the said G. F. departed this life on or about the — day of which was in the year 17—; having duly made and published his last will and testament, in writings, bearing date the —th day of — then last past, and appointed his said wife I. F. the said L. M. R. R. and T. H. executors of his said will, and leaving the said C. F. and E. F. who then had attained their respective ages of 21 years, and I. F. an infant, his three daughters and co-heiresses; And whereas the said T. P. being in great want of a further sum of money to keep up the stock of the said plantation, and for other necessary purposes, has applied to the said G. S. to advance him the further sum of 12000 l. upon mortgage of the several plantations, lands, and hereditaments hereinafter mentioned, which he has agreed to do, upon condition that all parties interested in the said plantations, will consent and agree to give priority to his mortgage, in manner and upon the contingencies herein after particularly mentioned, which they, in order to enable the said T. P. effectually and legally to secure the said sum of 12000 l. in manner herein after mentioned, have agreed to do: Now this Indenture witnesseth, that in pursuance and performance of the said recited agreement, and for and in consideration of the sum of 4000 l. of lawful money of Great Britain, part of the said sum of 12000 l. to the said T. P. in hand, well and truly paid by the said G. S. at or immediately before the sealing and delivery of these presents, the receipt whereof the said T. P. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, release and for ever discharge the said G. S. his executors and administrators, and every of them, by these presents, and for

Consideration.

Transfer.

General words.

for securing the repayment of the said sum of 4000 *l.* and of all such further sum and sums of money, to be hereafter advanced by them, or any of them, for the stocking and supplying with negroes, cattle and stores, and otherwise for the benefit, culture and improvement of the said plantations, or either of them, not exceeding in the whole, with the said sum of 4000 *l.* so advanced as aforesaid, the full sum of 12000 *l.* with interest for the same, from the respective times of advancement thereof, in manner herein after mentioned, he the said *T. P.* hath granted, bargained, sold, aliened, released, assigned and confirmed, and by these presents doth grant, bargain, sell, alien, release, assign and confirm unto the said *G. S.* (so much and such part or parts of the said messuages, tenements, plantations, lands, hereditaments, and all and singular other the premises hereby granted and released, or mentioned and intended so to be, as, is, or are freehold, or of the nature of an estate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *T. P.* for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs, executors, administrators and assigns respectively, *All that and those, &c. And also*, all messuages, tenements, edifices, erections, buildings, houses, store-houses, sugar houses, boiling houses, curing-houses, mill and kilns erected, built, standing and being, or to be erected, built, standing or being in or upon the said two several plantations, lands, grounds, hereditaments and premises, every or any part thereof, with their and every of their rights, privileges, members and appurtenances; *And also* all negroes and other slaves, men, and women, and children, in the schedule hereunto annexed, particularly mentioned and described, and the increase and progeny of the same negroes and slaves, and all other negroes and slaves of every age, sex and capacity, with all and every of their present and future issue; and also all horses, cows, mules, oxen, sheep, and other cattle whatsoever, and all coppers, stews, ladles, skimmers, potting pans, sugar pots, stills, still heads, worms, worm tubs, coolers, cisterns, plantation tools, and all other implements, goods and chattels, and all ways, paths and other passages, wells, aqueducts, waters, water-courses, trees, woods, underwoods, and the ground and soil thereof, hedges, ditches, mounds, fences, commons, rights of common, liberties, privileges, profits, commodities, emoluments, advantages, hereditaments and appurtenances whatsoever, unto the said messuages, buildings, plantations, lands, grounds, hereditaments, and all and singular other the premises hereby or mentioned and intended to be hereby granted, released, bargained, sold and assigned, every or any of them, or any part or parcel thereof belonging, or in any wise appertaining, with them, or any of them, held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken or known, as part or parcel of them, or of any of them, or appurtenant thereto, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, profits and produce of all and singular the said several messuages or tenements, plantations, lands, negroes, slaves, cattle, utensils, hereditaments

ments and premises herein before by these presents granted, bargained, sold, released and assigned, or mentioned and intended so to be, and of every part and parcel thereof; And also all the estate, right, title, interest, inheritance, equity of redemption, use, trust, property, claim and demand whatsoever, both at law and in equity, and in possession, remainder, reversion, expectancy or otherwise howsoever of him the said T. R. of, in, to, or out of the said messuages, buildings, plantations, land, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises hereby or mentioned and intended to be hereby granted, bargained, sold and released, or any of them, or any part or parcel thereof, *To have and to hold* so much and such part or parts of the said *Habendum.* messuages, buildings, two several plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and all and singular other the premises hereby or mentioned and intended to be hereby granted, bargained, sold, assigned and released as is or are freehold, or of the nature of an estate of freehold and inheritance, and every part thereof, with the appurtenances thereunto belonging, unto the said G. S. his heirs and assigns, to the use and behoof of him the said G. S. his heirs and assigns for ever, and to have and to hold so much and such part or parts of the said premises hereby granted, bargained, sold and assigned, or intended so to be, as is or are personal estate, or of the nature of a chattel interest, and every part thereof, with the appurtenances thereto belonging, unto the said G. S. his executors, administrators and assigns, for his and their own use and benefit, subject to the proviso and agreement next herein after contained for redemption of the premises; (that is to say) *Provided always nevertheless,* and it is hereby declared and agreed by and between the said parties to these presents, that if the said T. P. his heirs, executors or administrators, or any of them, shall not do well and truly pay or cause to be paid unto the said G. S. his executors, administrators and assigns, at or in the common dining-hall of the Middle Temple, London, the full and just sum of 4600*l.* of lawful money of Great Britain, without any deduction or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments or other matter, cause or thing whatsoever taxed, charged, assessed or imposed, or to be taxed, charged, assessed or imposed upon the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises hereby or mentioned and intended to be hereby granted, bargained, sold, assigned and released, respectively, or any of them, or upon the said G. S. his heirs, executors, administrators or assigns, respectively, for or in respect thereof, by authority of parliament, act of assembly or otherwise howsoever, the said sum of 4000*l.* with the interest thereof as aforesaid, to be paid in manner following, (that is to say) the sum of 100*l.* being the first year's interest, for the said sum of 4000*l.* on the — day of — which will be in the year 1791, the further sum of 100*l.* for another year's interest thereof, on the — day of — which will be in the year 1792, &c. &c. &c. and the sum of 4200*l.* being the residue and remainder thereof, on the — day of — which will be in the year 1797, and also all and singular such further and other sums of money not exceeding in the whole, with the said sum of 4000*l.* the said principal sum of 12000*l.* as he the said G. S. shall hereafter lay out, advance or pay (at the request and with the consent of the said T. P. his

Proviso for redemption.

P. his heirs or assigns,) for providing and furnishing negroes, cattle and stores, for the working and improving of the said plantations, or either of them, or in the discharge of any contract or debt already made or incurred for that purpose, together with interest for the same at and after the rate aforesaid to be computed from the respective times of payment or advancement thereof, and all further sum or sums of money not exceeding the sum of 12000*l.* with the interest thereof hereafter to be advanced as aforesaid, to be paid in the same manner and at the same days and times as the said sum of 4000*l.* and the interest thereof is made payable, it being the intention of these presents, and the parties hereto, that the said sum of 4000*l.* already advanced, and the said sum of 8000*l.* making together the said sum of 12000*l.* hereby agreed to be advanced as aforesaid, or so much thereof as shall from time to time hereafter be advanced, shall be paid on the — day of — which will be in the year of our Lord 1797, with interest for the same at the rate aforesaid in the mean time, then and in such case be the said *G. S.* his executors, administrators or assigns, shall and will at any time or times thereafter, upon the request, and at the costs and charges in the law of the said *T. P.* his heirs, executors, administrators or assigns, respectively re-convey and re-assure so much and such part or parts of the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises mentioned and intended to be hereby granted, bargained, sold and released, with their appurtenances, as is or are freehold, or of the nature of an estate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, unto the said *T. P.* his heirs or assigns, and so much and such part or parts of the said premises granted, bargained and sold, or intended so to be, as is or are personal estate, or of the nature of a chattel-interest, and every part thereof, with the appurtenances thereto belonging, unto the said *T. P.* his executors, administrators or assigns, or as he or they shall in that behalf respectively direct or appoint, free from all incumbrances made or done, or to be made or done by the said *G. S.* his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim, by, from or under him, them or any of them, any thing herein contained to the contrary thereof in any wise notwithstanding; And the said *T. P.* for himself, his heirs, executors and administrators, doth promise, covenant, grant and agree, to and with the said *G. S.* his executors, administrators and assigns, by these presents, in manner following, (that is to say) that he the said *T. P.* his heirs, executors or administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *G. S.* his executors, administrators or assigns, the said sum of 4000*l.* now advanced, and all further and other sums or sum of money hereafter to be advanced by him the said *G. S.* as aforesaid, at such times and place, and in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwise, as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents; And also shall and will, at his and their proper costs and charges, bear, satisfy and pay all such taxes, charges, assessments and payments as aforesaid, and thereof and therefrom shall and will save, defend, keep harmless and indemnified, the said *G. S.* his heirs, executors, administrators and assigns, and every

Covenant for
payment of
the money,

and taxes.

of them respectively, and the said sum of — £. and also 9; and in
 regular further and other sum and sums to be paid and advanced as afore-
 said, with interest for the same, at the rate aforesaid, and also all such
 costs, charges, damages and expences to be incurred, as aforesaid,
 for ever, by these presents; And that he the said T. P. now is, and Seised in fee
 stands lawfully, rightfully and absolutely seised of and in, or well and
 sufficiently intituled unto the said messuages, buildings, plantations, lands,
 grounds, hereditaments and other the freehold premises mentioned and
 intended to be hereby granted and released as aforesaid, with their and
 every of their appurtenances, of a good, sure, perfect, absolute and in-
 defeasible estate of inheritance in fee-simple in possession, without any
 manner of condition, contingent proviso, power of limitation, new or
 other use or uses, or any other restraint, matter, cause or thing whatso-
 ever, (except as herein after excepted) to alter, change, charge, defeat,
 incumber, revoke, or make void the same; And also that he the said
 T. P. now hath in himself good right, full power, and lawful and ab-
 solute authority to grant, bargain, sell, assign and release the said mes-
 suages, buildings, plantations, lands, grounds, negroes, slaves, cat-
 tle, utensils, hereditaments and other the premises respectively herein
 before mentioned to be hereby granted, bargained, sold, released and
 assigned respectively unto and to the use of the said G. S. his heirs, exe-
 cutors, administrators and assigns, in manner aforesaid, and according
 to the true intent and meaning of these presents (except as is herein after
 excepted) And further, that it shall and may be lawful to and for the said
 G. S. his heirs, executors, administrators and assigns, respectively, Hath good
 right to con-
 vey.
 from time to time, and at all times, from and after default shall happen
 to be made, of or in payment of the said sum of 4000 £ now advan-
 ced, or any further or other sum or sums hereafter to be advanced by him
 the said G. S. as aforesaid, or any part of them, or of the interest there-
 of, or any part thereof, contrary to the form and effect of the aforesaid
 proviso and covenant herein before contained for payment of the same,
 and the true intent and meaning of these presents, peaceably and quiet-
 ly to enter upon, and have, hold and enjoy, all the said messuages,
 buildings, plantations, lands, grounds, negroes, slaves, utensils, he-
 reditaments and other the premises herein before mentioned to be by the
 said T. P. granted, bargained, sold, released and assigned, respective-
 ly, with their appurtenances, and receive and take the rents, issues,
 profits and produce thereof, and of every part thereof, to and for his
 and their own use and benefit, without any let, suit, trouble, interrup-
 tion or disturbance whatsoever, of, from or by the said T. P. his heirs,
 executors or administrators, or any other person or persons whomsoever,
 and that free and clear, and freely, clearly and absolutely acquitted,
 exonerated and discharged, or by the said T. P. his heirs, executors
 or administrators, saved, defended, kept harmless and indemnified, of,
 from and against all and all manner of former and other gifts, grants,
 bargains, sales, leases and releases, mortgages, settlements, jointures,
 dowers, right and title of dower, uses, intails, trusts, rents, ar-
 rears of rent, statutes, recognizances, judgments, elegits, extents,
 executions, debts of record, debts due to the king's majesty, forfei-
 tures, re-entries, cause and causes of forfeiture and re-entry, and of
 and from and against all other charges and incumbrances whatsoever,
 and made, committed, suffered or done by him the said T. P. his
 heirs,
 Vol. V. R r

Quiet enjoy-
ment.

Free from in-
cumbrances.

Exceptions.

heirs, executors, administrators or assigns, or by any other person or persons whomsoever, except the within mentioned two several indentures bearing date respectively on or about the — day of — and the — day of — whereby the said T. P. for the considerations therein mentioned, did grant, bargain and sell the said messuages, buildings, plantations, lands, grounds, hereditaments and other the premises hereby or mentioned to be hereby granted, bargained, sold, assigned and released, with their appurtenances, by way of mortgage, unto the said G. F. since deceased, his heirs, executors, administrators and assigns, respectively, for securing to the said G. F. his executors, administrators and assigns, the said sum of — l. principal money, with interest for the same, as before mentioned; And also except the said indenture bearing date the — day of — which was in the year — whereby the said T. P. for the consideration therein mentioned charged the same hereditaments and premises, with their appurtenances, by way of mortgage, with the payment of the further sum of — l. principal money, with interest for the same, as before mentioned, to the said G. F. And also except the said indenture bearing date on or about the — day of — in the present year — whereby the said T. P. for the consideration therein mentioned, charged the same hereditaments and premises, with their appurtenances, by way of mortgage, with the payment of the further sum of — l. with interest for the same as before mentioned, unto the said J. F. widow, L. M. R. R. &c. as aforesaid, which said several last mentioned mortgages and charges are intended to be herein after postponed in certain events herein after particularly mentioned, and not otherwise, until after the said sum of 4000 l. now advanced, or any further sum or sums to be hereafter advanced by the said G. S. not exceeding the sum of 12000 l. and interest thereof, shall have been paid and satisfied as herein before is mentioned; And the said T. P. doth for himself, his heirs, executors and administrators, hereby further promise, grant and agree, to and with the said G. S. his heirs, executors, administrators and assigns, that he the said T. P. his heirs, executors, administrators and assigns respectively, and all other person or persons, except the said J. H. L. M. R. R. their heirs, executors, administrators and assigns, for and in respect of the several recited mortgages and securities herein before excepted, having or lawfully claiming or who shall or may have or lawfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to or out of the said messuages, buildings, plantations, lands, grounds, negroes, slaves, hereditaments and premises mentioned and intended to be hereby granted, bargained, sold, assigned and released, respectively, or any of them or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of and in payment of the said sum of 4000 l. now advanced, or any part thereof, or of or in a sum or sums hereafter to be advanced as aforesaid, not exceeding in the whole the said principal sum of 12000 l. and interest thereof, and any part thereof, contrary to the form and effect of the aforesaid promise and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request and at the proper cost and charges in the law of the said T. P. his heirs, executors, administrators and assigns, make, do, acknowledge, suffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged

Further assurance.

acknowledged, levied, suffered and executed, performed, perfected and finished all and every such further and other lawful and reasonable act or acts, deed or deeds, thing and things, conveyances, releases and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, granting, bargaining, selling, assigning, releasing, assuring and sure-making all and singular the said messuages, buildings, plantations, lands, grounds, negroes, slaves, utensils, hereditaments and other the premises herein before by these presents granted, bargained, sold, assigned, released and conveyed, or mentioned and intended to be, with their and every of their appurtenances, unto and to the use and behoof of the said G. S. his heirs, executors, administrators and assigns, in manner aforesaid, be the same by deed or deeds enrolled or not enrolled, or otherwise howsoever, freed and absolutely discharged of and from the aforesaid proviso and agreement herein before contained, and all provisos and agreements for redemption of the same premises, or any part thereof, as by the said G. S. his heirs, executors, administrators and assigns, or his or their counsel learned in the law, shall be reasonably advised or devised and required; *And also* that he the said T. P. his executors and administrators, shall and will from time to time, and at all times hereafter during the continuance of the said mortgage, well and sufficiently support, maintain, and keep in good and sufficient repair, the said messuages, plantations and premises; and also shall and will at all times during the continuance of the same mortgage, keep up, preserve, renew and replace as often as need shall require, the stock of negroes, mules, cattle, coppers, mills, stills, and all other complements and utensils of and belonging to, and proper for the said two several plantations and premises, and every part thereof, and shall and will from time to time, and at all times during the continuance of the said mortgage, convey, assign and assure, according to the nature and quality thereof, all such new stock as shall or may be purchased within a reasonable time after the purchase thereof, unto the said G. S. his heirs, executors, administrators and assigns, or some or one of them, according to the nature or quality thereof, subject nevertheless to the proviso and agreement for redemption herein before expressed of and concerning the said mortgaged hereditaments and premises; *And it is hereby declared and agreed, by and between all the said parties to these presents,* that in the mean time and until default shall happen to be made of or in payment of the said sum of 4000*l.* now advanced, or some part thereof, contrary to the form or effect of the same proviso and covenant herein before contained for payment of the same, it shall and may be lawful to and for the said T. P. and his heirs, peaceably and quietly to have, hold and enjoy the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utensils, hereditaments and other the premises mentioned and intended to be hereby granted, bargained, sold, assigned and released, and to receive and take the rents, produce and profits thereof, and of every part thereof, to and for their own use and benefit, without the lawful let, suit, trouble or interruption of or by the said G. S. his heirs, executors, administrators or assigns, or any of them, or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for him, them, or any of them. *And this Indenture further witnesseth,* that for the better and more effectually securing the payment of the said sum of 4000*l.* and the interest

Keep the plantation and stock in proper order.

That mortgagor shall enjoy until default of payment.

To postpone prior mortgages.

Mortgages.

now advanced by the said G. S. and all further sums and sum to be advanced as aforesaid, not exceeding the said sum of 12000*l.* and the interest thereof, after the rate aforesaid, to the said G. S. his executors, administrators and assigns, at the times and place, and in manner aforesaid, the said C. F. for herself, her heirs, executors and administrators, and the said E. F. for herself, her heirs, executors and administrators, and the said J. F. for herself, her heirs, executors and administrators, and the said L. M. for himself, his heirs, executors and administrators, and the said R. R. for himself, his heirs, executors and administrators, and the said T. H. for himself, his heirs, executors and administrators, do, and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and administrators of the other or others of them, but each of them for herself and himself, and her and his own acts, deeds, heirs, executors and administrators only, and so far as they respectively can, and lawfully may covenant, promise and agree, to and with the said G. S. his heirs and assigns, that *They* the said C. F. E. F. J. F. J. K. L. M. R. R. and T. H. or any of them, or any of their heirs, executors, administrators and assigns, shall not, or will, during such time as the said sum of 4000*l.* and the interest thereof, or any part thereof respectively, now advanced, or any further sum or sums to be advanced by them the said G. S. not exceeding in the whole the sum of 12000*l.* and interest for the same, shall be due and owing on this present mortgage or security, take out execution upon any judgment or judgments, or file any bill or bills of foreclosure, or commence any proceedings either at law or in equity, for recovering the said sums of — and — *£*c. so due to them as aforesaid, but that the said sum of 4000*l.* and other sum or sums to be advanced as aforesaid, not exceeding in the whole the said sum of 12000*l.* and interest for the same shall take place and be paid before the said several sums of — *l.* — *l.* — *l.* and — *l.* so advanced on mortgage of the said herecited and premises herein before mentioned and intended to be hereby granted, released and assigned, and the interest thereof respectively and all mortgages, judgments and securities for the same respectively. And that in every case and event the payment of the said several and respective sums of — *l.* — *l.* — *l.* and — *l.* each and every of them, and the interest thereof respectively, shall be postponed until the said sum of 4000*l.* now advanced, and all further sum and sums to be advanced as aforesaid, not exceeding the said sum of 12000*l.* and interest thereof, and every part thereof, shall be fully paid and discharged so as to give the said sum of 12000*l.* and the interest thereof, or so much thereof as shall be advanced as aforesaid, a priority to the said sums of — *l.* — *l.* — *l.* and — *l.* and the interest thereof, and of each and every of them respectively; and also that the said C. F. E. F. J. K. L. M. R. R. T. H. and G. S. or their assigns, shall not claim the said several sums of — *l.* — *l.* — *l.* and — *l.* or the interest thereof, or of any of them respectively, or any part thereof, out of the said hereditaments and premises hereby granted, bargained, sold, assigned, and released respectively, or mentioned and intended so to be, until the said sum of 12000*l.* and the interest thereof as shall have been advanced as aforesaid, shall be fully paid unto the said G. S. his executors, administrators and assigns; And it is hereby further agreed by and between

between all the said parties to these presents, that the said *C. F.* and *E. F.* shall, from the day of the date of these presents stand seised and possessed of the said messuages, buildings, plantations, grounds, hereditaments and all and singular other the premises mentioned and intended to be hereby granted and released, and bargained, sold and assigned respectively, with their and every of their appurtenances, *In Trust* for securing to him the said *G. S.* his heirs and assigns, in manner aforesaid, the said sum of 4000 *l.* now advanced, and paid by him, and all other sum or sums to be hereafter advanced as aforesaid, not exceeding in the whole the said sum of 12000 *l.* clear of all deductions whatsoever; *And* also interest for the same; and any part thereof, from the time of the advancement thereof, until payment of the principal, after the rate of — *l.* per cent. per annum, by half yearly payments, at the days and times, and in such manner as the same is secured and made payable to the said *G. S.* his executors, administrators and assigns, by these presents in priority, and before the said several and respective sums of — *l.* — *l.* — *l.* and the interest thereof, and of every part thereof, herein before mentioned and intended to be hereby postponed as aforesaid; *And* it is hereby further declared and agreed by and between all the said parties to these presents, and the said *T. P.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said *G. S.* his executors, administrators and assigns, that for the better and more effectually securing unto the said *G. S.* his executors, administrators and assigns, the punctual payment of the growing interest of the said sum of 4000 *l.* now advanced, and of such future sum or sums as shall be hereafter advanced by him, not exceeding the said sum of 12000 *l.* as aforesaid, at the days and times, and in manner herein before mentioned, the produce and profits of the said two several plantations, hereditaments and premises, shall from time to time as the same shall arise, during the continuance of the said mortgage to the said *G. S.* be consigned unto him the said *G. S.* his executors, administrators or assigns, to be sold; *And* that the said *G. S.* his executors, administrators and assigns, shall stand possessed of and interested in the monies to be received on the sale thereof, upon the trusts, and to the intents and purposes following, that is to say, *Upon Trust*, in the first place, to retain and pay himself or themselves the half yearly interest of the said principal sum of 4000 *l.* now advanced, and of such other sum or sums as shall hereafter be advanced in pursuance of the agreement herein before mentioned, not exceeding the sum of 12000 *l.* as aforesaid. *And* from and after payment thereof, then upon trust, in the next place, to pay and dispose of the rest of the said monies so received by him the said *G. S.* his executors or administrators, as aforesaid, unto the said *T. P.* his executors or administrators, or as he or they shall direct or appoint. *In Witness, &c.*

That former mortgagees shall stand possessed of premises for benefit of present mortgagee.

Consignments to be made to the mortgagee.

Lease for a Year between H. C. the Husband, of the one Part, and R. C. of the other Part.

The Indenture of Grant and Release by Way of Mortgage, with a Covenant to levy a Fine, and other Special Covenants.

Covenant of
grant and re-
lease.
Consideration.
Recital of the
bargain and sale.

THIS Indenture, made, &c. Between H. C. of London, wine-cooper, and M. his wife, of the one part; and R. C. citizen and draper of London, of the other part; *Witnesseth*, that the said H. C. and M. his wife, for and in consideration of the sum of, &c. of lawful, &c. to the said H. C. in hand, at or before the sealing hereof by the said R. C. well and truly paid, the receipt whereof he the said H. C. doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, exonerate and discharge the said R. C. his heirs, executors and administrators, and every of them by these presents, and for divers other good causes and considerations then the said H. C. and M. his wife hereunto moving, *Have* granted, bargained, sold, aliened, released and confirmed, and by these presents Do grant, bargain, sell, alien, release and confirm unto the said R. C. (to his actual possession now being, by virtue of a bargain and sale to him thereof made by the said H. C. by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by virtue of the statute for transferring uses into possession) and to his heirs, *All* that messuage, house or tenement, with the appurtenances, (*prout* in lease *pro anno usque To have*, &c. and all rent and rents, yearly and other profits reserved, due and payable upon any demise, lease or grant, demises, leases or grants heretofore made of the premises, or of any part or parcel thereof; *And* all the estate, right, title, interest, trust, claim and demand whatsoever, either in law or in equity, of them the said A. C. and M. his wife, of, in, and to the premises, and every or any part or parcel of the same, together with all deeds, evidences, escripts, and writing whatsoever, touching or concerning the premises, or any part or parcel thereof; *All* which said hereby granted and released premises were formerly part of the estate of dame E. H. of the city of Westminster, widow, who by her last will and testament devised the same, (among other things) to B. R. esq; Sir R. B. kn. Sir J. H. bart. and J. T. esq; her four grand-children, of whom the same were afterwards purchased by S. C. of Gray's Inn, in the county of Middlesex, gent. and were conveyed to him by bargain and sale, inrolled in the high court of chancery, bearing date, &c. and the said J. C. by his last will and testament bequeathed the same to the said H. C. his nephew, and to his heirs and assigns for ever, subject nevertheless to the payment of his debts and legacies, in such manner as by the said will is ordered and directed; *To have and to hold* the said messuage, house or tenement, and all and singular other the premises hereby granted and released, or meant, mentioned or intended to be hereby granted or released, with

Habendum to the
use of the releas-
ees in fee.

their

their and every of their rights, members and appurtenances, unto the said R. C. his heirs and assigns for ever, to the only proper use and behoof of the said R. C. his heirs and assigns for ever: *Provided always* that if the said H. C. his heirs, executors, administrators or assigns, shall, and do well and truly pay or cause to be paid unto the said R. C. his executors, administrators or assigns, the full sum of, £*s.* of lawful *English* money upon, &c. next ensuing the date hereof, at or in the dwelling-house of the said R. C. situate, &c. without any deduction, defalcation or abatement to be made for or in respect of any taxes, charges, assessments, contributions, rates, or other matter or thing whatsoever, ordinary or extraordinary, which now are or hereafter shall or may be laid, assessed, taxed or imposed by authority of parliament, or by any other authority or power in any wise howsoever; *That* then and from thenceforth this present indenture, and all the estate and interest hereby granted and conveyed, shall cease, determine, and be absolutely void and frustrate, to all intents and purposes: *And* the said H. C. for himself, his heirs, executors, administrators and assigns, by these presents, in manner and form following; (that is to say) that he the said H. C. his heirs, executors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said R. C. his executors, administrators or assigns, the said sum of, £*s.* and every part and parcel thereof, at the day and place herein before limited and appointed for payment thereof, without any deduction, defalcation or abatement as aforesaid; *And also* shall and will, in the mean time, and until the said sum of, £*s.* be fully paid and satisfied, bear, pay and discharge all such rates, taxes, charges and assessments, which shall or may be taxed, laid, rated or assessed by authority of parliament, or otherwise howsoever, upon the said sum of, £*s.* or any interest hereafter to grow due for the same, or any part thereof, or upon the said R. C. his executors, administrators or assigns, for or in respect thereof, or any part thereof, or otherwise shall and will well and sufficiently save, defend, keep harmless and indemnified, the said R. C. his heirs, executors, administrators, and assigns, of, from and against the same, and all penalties, forfeitures and damages, that shall or may, arise, happen or be incurred for or by reason of the non-payment thereof; *And* that the said H. C. at the time of the sealing and delivery of these presents, is the sole, true and lawful owner and proprietor of the said messuage, house or tenement, and premises, hereby granted and released, or meant, mentioned or intended to be hereby granted and released, and every part and parcel thereof, and solely, lawfully, and rightfully seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee simple, without any condition, proviso or limitation of use or uses, or other restraint, matter or thing whatsoever, to determine, alter, change, or defeat the same: *And* that he the said H. C. and the said M. his wife, or one of them, now have or hath good right or title to grant and release all and singular the premises herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said R. C. his heirs and assigns, in manner and form aforesaid: *And further*, that if default shall happen to be made, of or in payment of the said money, herein before covenanted to be paid, or of any part thereof, that then and from thenceforth it shall and may be lawful to and for the said R. C. his heirs and

Proviso, to be void on payment of a sum of money.

Covenant for payment of the money.

Covenant to pay all taxes till payment.

Covenant that the grantor is lawfully possessed of the premises;

and hath full power to grant, &c.

Covenant for the grantee to enter upon failure of payment.

Covenant that
premisses are
free from in-
cumbrances,

Covenant to
levy a fine of all
the premisses,
to the use of the
grantee.

Covenant in de-
fault of payment
to make such
further assu-
rance as counsel
shall advise.

Covenant de-
claring the uses
of the fine.

assigns, into and upon all and singular the premisses, with their and every of their rights, members and appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold and enjoy, and the rents, issues and profits thereof to receive and take, without any let, trouble, hindrance, eviction, expulsion or interruption, of or by the said *H. C.* his heirs or assigns, or any other person or persons whatsoever: And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *H. C.* his heirs, executors, administrators and assigns, or some of them, from time to time well and sufficiently saved, kept harmless and indemnified of and from all manner of former and other bargains and sales, gifts, grants, jointures, dowers, intails, leases, mortgages, estates, titles, troubles, debts, legacies, charges and incumbrances whatsoever: And likewise, that he the said *H. C.* and the said *M.* his wife, shall and will, at the costs and charges of the said *H. C.* before the end of *Michaelmas* term next, acknowledge and levy in due form of law in his majesty's court of common pleas at *Westminster*, one fine *sur consueance de droit come ceo, &c.* to be ingrossed, recorded and sued forth with proclamations, according to the laws and statutes of *England* in such case made and provided, and according to the usual course of fines, in such case used and accustomed, unto the said *R. C.* and his heirs, of all that the said messuage, house or tenement, and all and singular other the premisses herein before mentioned or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, by such name and names, and such other descriptions as shall be thought requisite or needful in that behalf: And that the said *R. C.* his heirs and assigns, and all and every other person or persons having or lawfully claiming any estate, right, title or interest, of, in, to or out of the said hereby granted and released premisses, or any part or parcel thereof, shall and will, at any time after breach or default shall happen to be made of or in payment of the money herein before covenanted to be paid, or any part thereof, upon the reasonable request of the said *R. C.* his heirs or assigns, at the proper costs and charges in the law of him the said *R. C.* his heirs, executors or administrators, make, do, acknowledge, levy, suffer and execute all and every such further and other acts and acts, thing and things, devises and assurances in the law whatsoever, for the better and more sure and absolute conveying and assuring of all and singular the same premisses, with their and every of their rights, members and appurtenances, unto the said *R. C.* his heirs and assigns, according to the true intent and meaning of these presents, as by the said *R. C.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: And it is hereby covenanted, declared and agreed by and between all the said parties to these presents, that the said fine so as aforesaid, or in any other manner to be acknowledged or levied, and all and every other fine or fines, recoveries, conveyances and assurances, of or concerning the premisses, or any part thereof, had, made, or suffered, or to be had, made or suffered, by and between the said parties to these presents, or any of them, and the force and execution of the same, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, to the only proper use and behoof of the said *R. C.* his heirs, and assigns forever, subject nevertheless to the proviso or condition of redemption herein above mentioned and expressed: And the said *R. C.* for himself,

his heirs and assigns, doth covenant and promise, to and with the said *H. C.* his heirs and assigns, by these presents, that until default shall happen to be made, of or in payment of the said sum of, &c. herein before covenanted to be paid, or some part thereof, the said *R. C.* his heirs and assigns, shall and will permit and suffer the said *H. C.* his heirs or assigns, peaceably and quietly to hold and enjoy the said messuage or tenement, and all and singular other the premises hereby granted or released, or meant, mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, and to receive, take and enjoy to his and their own use, the rents, issues and profits thereof, without any lawful let, suit, hindrance or interruption, of or by him the said *R. C.* his heirs or assigns, and without any account to be made or given to the said *R. C.* his heirs or assigns, for or concerning the same. *In witness, &c.*

Covenant that the grantor shall enjoy, &c. till default of payment.

Bargain and Sale of the fourth Part of a Farm, Lands, &c. for five hundred Years, by way of Mortgage.

THIS Indenture, made, &c. Between *J. G.* of London, merchant of the one part, and *S. S.* of London, grocer, on the other part, *Witnesseth*, that the said *J. G.* as well for and in consideration of the sum of, &c. to him at or before the sealing and delivery hereof by the *S. S.* well and truly paid, the receipt whereof the said *J. G.* doth hereby acknowledge, and thereof and of every part thereof, doth acquit, release and discharge the said *S. S.* his heirs, executors and administrators for ever, by these presents, as for divers other considerations him thereunto moving, *Hath* granted, bargained, sold, demised, and to farm letten, and by these presents *Doth* grant, bargain, sell, demise and to farm let, unto the said *S. S.* one full fourth part, (the whole in four equal parts to be divided), of a farm commonly called or known by the name of, &c. lying and being, &c. now or late in the tenure or occupation of, &c. and also one full fourth part (the whole into four parts to be divided) of all the lands, tenements and hereditaments, late the estate of, &c. gent. deceased, situate, lying and being, &c. which said lands, tenements and hereditaments, now are, or were, in the tenure or occupation of, &c. and also one full fourth part of all the messuages, houses, out houses, edifices, buildings, yards, gardens, orchards, woods, lands, meadows, pastures, ways, waters, profits, commodities, advantages and appurtenances whatsoever, to the said farm, lands, tenements and hereditaments, or any of them belonging, or in any wise appertaining, or accepted, reputed or taken as part, parcel or member thereof, or any part thereof, and also one full fourth part, (the whole into four equal parts to be divided), of all other the freehold lands, tenements and hereditaments, late of, &c. or of the said *J. C.* situate, lying and being, &c. or in any other parish or places in the realm of Great Britain, which said fourth part of all and singular the said lands, tenements, hereditaments, and premises, by indentures of lease and release, the lease bearing date, &c. and the lease, &c. now last past, was conveyed by *E. H.* of, &c. gent. in pursuance

Covenant of bargain and sale. Premises.

Recital of a lease and release of all the premises made to

the wife of the grantor, and of their heirs, and of the heirs of the said J. G.

Habendum to the grantee for five hundred years.

Reddendum the rent of a pepper-corn only.

Covenant of redemption upon payment of the mortgage money.

Covenant for payment of the money.

purfuance of the laſt will and teſtament of, &c. bearing date, &c. and of a decree in the high court of chancery made, &c. and for other conſiderations therein mentioned unto L. G. the wife of the ſaid J. G. and one of the four daughters of, &c. deceased; and to her heirs and assigns for ever, who in Hilary term laſt, together with the ſaid J. G. levied two ſeveral fines of the ſaid fourth part of all and ſingular the premiſſes, unto B. L. of, &c. gent. which ſaid fines by two ſeveral indentures bearing date, &c. are declared to be to the uſe of the ſaid J. G. his heirs and assigns for ever, and for no other uſe, intent or purpoſe whatſoever, and all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid J. G. of, in or unto the ſaid fourth part of all and ſingular the premiſſes herein before mentioned or intended to be hereby granted, bargained, ſold or demised, and every or any part or parcel thereof, and the reversion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid fourth part of all and ſingular the premiſſes, together with all deeds, evidences or writings touching or concerning the ſame, or any part thereof, To have and to hold the ſaid fourth part of the ſaid meſſuage, lands, tenements and hereditaments, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted or demised, with their and every of their rights, members and appurtenances, unto the ſaid S. S. his executors, adminiſtrators and assigns, from henceforth, for and during and unto the full end and term of five hundred years, from thence next enſuing and fully, to be compleat and ended, without impeachment of or for any manner of waſte, Yielding and paying therefore yearly and every year, for and during the ſaid term of 500 years, unto the ſaid J. G. his executors, adminiſtrators and assigns, or ſome of them, and or upon the feaſt day of the nativity of St. John the Baſtiſt, the rent of a pepper corn only, if the ſame ſhall be lawfully demanded: Provided always, and it is hereby conditioned, granted, covenanted and agreed by and between the ſaid parties to theſe preſents, That if the ſaid J. G. his heirs, executors, adminiſtrators or assigns, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid S. S. his executors, adminiſtrators or assigns, at or in the now dwelling-houſe of the ſaid S. S. ſquare, &c. the full ſum of, &c. of lawful, &c. in manner and form following (that is to ſay) the ſum of, &c. part thereof, on, &c. next enſuing the date of theſe preſents, and the further ſum of, &c. residue thereof, on, &c. without any manner of deduction, defalcation, or abatement, for or in reſpect of any taxes, rates, payments, aſſeſſments, or duties whatſoever, ordinary, or extraordinary, by act of parliament or otherwiſe howſoever; that then, and from and immediately after ſuch payment made, this preſent indenture, and the term and eſtate hereby made and granted, and all and ſingular the covenants, grants, articles and agreements herein contained, ſhall ceaſe, determine and become void, fruſtrate, and of none effect, to all intents and purpoſes: And the ſaid J. G. for himſelf, his heirs, executors, adminiſtrators and assigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid S. S. his executors, adminiſtrators and assigns, and every of them, by theſe preſents, That he the ſaid J. G. his executors, adminiſtrators and assigns, or ſome of them, ſhall and will, without any deduction, defalcation or abatement, as aforeſaid, pay or cauſe to be paid unto the ſaid S. S. his executors, adminiſtrators or assigns, the ſaid full ſum of, &c. of lawful, &c. at ſuch days and times,

and

and in such manner, as are before mentioned and expressed in the said proviso or condition for payment thereof: And the said *J. G.* for himself, his heirs, executors, administrators and assigns, and for every of them, doth further covenant, promise and grant, to and with the said *S. S.* his executors, administrators and assigns, by these presents, in manner and form following (that is to say) that he said *J. G.* at the time of the sealing and delivery of these presents, is the sole, true and lawful owner and proprietor of the said fourth part of all the said messuages, lands, tenements and hereditaments, and premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, and of every part and parcel thereof, with the appurtenances, and is solely, lawfully and rightfully, and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, contingency, proviso or limitation of use and uses, or other restraint, matter or thing to determine, alter or change the same, and hath good right, and lawful and absolute power and authority in himself, to grant, bargain, sell and demise the said fourth part of all and singular other the said messuages, lands, tenements and hereditaments, and all and singular other the premises hereby granted or demised, and every part and parcel thereof, with their and every of their appurtenances, unto the said *S. S.* his executors, administrators and assigns, for and during all the said term of 500 years, and in manner and form aforesaid: And further, that if default shall happen to be made of or in payment of the said monies herein before covenanted or agreed to be paid to the said *S. S.* his executors, administrators or assigns, or of any part thereof, at any of the times herein before limited for payment thereof, it shall and may be lawful to and for the said *S. S.* his heirs, executors, administrators and assigns, into all and singular the premises herein before mentioned or intended to be hereby granted or demised, and every part and parcel thereof, to enter, and the same from thenceforth for and during all the rest and residue of the said term aforesaid, which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and all the rents, revenues, issues and profits thereof, and of every part and parcel thereof, to have, receive and take, to his and their own proper use and behoof, without any manner of denial, let, suit, hindrance, interruption, eviction or ejection, of or by the said *J. G.* his heirs, executors, administrators or assigns, or any other person or persons whatsoever; And that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said *J. G.* his heirs, executors and administrators, or some of them from time to time, well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other grants, bargains, sales, leases, assignments, estates, mortgages, jointures, dowers, intails, titles, rents, arrearsages of rents, judgments, statutes, recognizances, troubles, charges and incumbrances whatsoever; And likewise, that if any default shall happen to be made of or in payment of the said monies herein before covenanted to be paid, or any part thereof, that then and from thenceforth the said fourth part of the said messuages, lands, tenements and hereditaments, and other the premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, shall be and remain unto the said *S. S.* his executors, administrators and assigns, of the full and clear yearly value of, &c. over and above all charges and reprises if suing

Covenant that the mortgagor is lawfully, sole seised of the premises of an estate in fee-simple, and hath full power to bargain and sell the same.

Covenant that if default be made in payment of the said sum, the mortgagor may enter and enjoy the premises.

and that the premises are free from all incumbrances

and of a certain yearly value, &c.

Covenant to deliver all writings, &c. relating to the title of the premises in case of default of payment.

Covenant to make further assurance in case of default of payment, &c.

Covenant that the mortgagor shall enjoy till default of payment.

suings and going out of the same : *And* that in case any such default of payment shall be made as aforesaid, the said *E. H.* of, &c. gent. whose hands all the antient deeds, evidences and other writings relating to and making out the title of the said, &c. deceased, to all and singular the lands, tenements and hereditaments before mentioned, are left and deposited in trust, and for the joint and equal use, benefit and behoof of all parties concerned and interested, or who may be concerned and interested in the said lands, tenements and hereditaments, late the estate of the said, &c. deceased, or any part thereof, and the executors and administrators of the said *E. H.* and all other person or persons, to whose hands the said deeds, evidences and writings, or any part of them shall hereafter come, shall and will from time to time, and at all times after any such default, upon the reasonable request of the said *S. S.* his executors, administrators or assigns, shew forth and deliver, or cause to be shewed forth and delivered to the said *S. S.* his executors, administrators or assigns, or to his or their counsel or attornies, to be pleaded or given in evidence as occasion shall require, for the necessary maintenance and defence of the estate, title and interest of him the said *S. S.* his executors, administrators and assigns, of, in and to the said hereby granted or assigned premises, every or any part thereof, and for the recovering or receiving the rents, issues and profits thereof, or any part thereof, the same from time to time, and after the necessary use shall be made thereof, to be re delivered upon like reasonable request safe, whole and uncanceled, unto the said *E. H.* his executors or administrators, or such other person or persons, by whom the same shall be so delivered out as aforesaid : *And moreover,* that if any such default shall happen to be made of or in payment of the said money herein before covenanted and agreed to be paid, or any part thereof, that then and at any time after, he the said *J. G.* his heirs and assigns, and every other person and persons, any estate having or lawfully claiming, of, in, to or out of the said fourth part of the said messuages, lands, tenements and hereditaments, and all and singular other the premises herein before mentioned or intended to be hereby granted or demised, or any part or parcel thereof, shall and will, at the reasonable request and at the proper costs and charges in the law of the said *S. S.* his executors, administrators and assigns, make and do all such further act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect assuring and conveying of all and singular the premises, with the appurtenances, unto the said *S. S.* his executors, administrators or assigns, for or during the remainder of the said term, which shall be then to come and unpierced, as by the said *S. S.* his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required : *And* the said *S. S.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *J. G.* his heirs and assigns, by these presents, *That* until default shall happen to be made by the said *J. G.* his executors, administrators or assigns, of or in payment of the said several sums of money herein before covenanted to be paid, or some part thereof, he the said *S. S.* his executors, administrators and assigns, shall and will permit and suffer the said *J. G.* his heirs and assigns, to receive and take all the rents and profits of the premises, without any account to be made or given

to him the said S. S. his executors, administrators or assigns, for or concerning the same. *In witness, &c.*

Indenture of Lease and Confirmation of a Mortgage, by way of Security for a further Sum of Money, with very special Covenants.

THIS Indenture made, &c. Between T. F. of, &c. gent. on the one part, and R. G. of, &c. oilman, on the other part :

Whereas by indenture of demise or mortgage, bearing date, &c. made between M. R. of, &c. widow, relict of R. R. late of, &c. esq; deceased, and H. R. of, &c. gent. son and heir of the said R. R. of the one part, and the said R. C. on the other part, for the considerations therein mentioned, the said M. R. and H. R. or one of them, did demise and grant to the said R. C. All that their or one of their messuages and farm, called by the name of, &c. otherwise, &c. or by what other name or names the same is called or known, situate, &c. and all the out houses, orchards, gardens, lands, meadows, pastures, marsh-grounds, lots, doles, freeman's-acres, dyke-roes, land-glasses and pingle-lakes, to the same belonging, or in any wise appertaining. And all those several parcels of arable land, containing in the whole, &c. be the same more or less, being part of four fullands, dispersedly lying, &c. And also all those several pieces of pasture, marsh or fen-ground, containing, &c. lying, &c. and all that piece of pasture, marsh or fen ground, containing, &c. lying, &c. and all that water and fishing called, &c. to the said farm belonging or appertaining, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders thereof; To hold to the said R. C. his executors, administrators and assigns, from the day of the date of the same indenture, for the term of 500 years, without impeachment of waste, at a pepper-corn *per ann.* under a proviso nevertheless to be void on payment of the sum of, &c. by the said M. R. her heirs or assigns, to the said R. C. his executors, administrators or assigns, at the days and places in the said proviso mentioned and appointed for that purpose: And whereas by indenture bearing date, &c. made between the said M. R. and H. R. on the one part, and the said R. C. on the other part, the said M. R. by the consent of the said H. R. for the considerations therein mentioned, did release and confirm all and singular the aforesaid messuages, farms, lands, tenements and hereditaments, with their and every of their appurtenances unto the said R. C. his executors, administrators and assigns, for all the residue of the said term of 500 years then to come and unexpired, freed and discharged from the proviso contained in the said first recited indenture, under a covenant or agreement nevertheless, on the part of the said R. C. that if the said M. R. her heirs or assigns, should pay to the said R. C. his executors, administrators or assigns, the sum of, &c. at the days and place therein mentioned, he the said R. C. his executors, administrators or assigns, would deliver up the said first recited indenture to be cancelled, or otherwise assign his interest in the premises, to such person or persons as the said M. R. her heirs or assigns, should direct

Recital of an indenture of mortgage.

Premisses.

Habendum for the term of 500 years, with a proviso to be void upon payment of the mortgage money.

Recital of an indenture of release and confirmation of the premises, with a covenant to deliver up and assign the said first indenture upon payment, &c.

direct

Recital that the money being paid the estate of the mortgagee became absolute; but subject to equity of redemption.

Recital of indentures of lease and release whereby the mortgagor conveyed the freehold, &c.

Covenant of release and confirmation of all the premises.

Provision for the term of the said term of 500 years.

Proviso that the releasee shall surrender all his estate, &c.

test or appoint, as by the said two recited indentures, relation being thereto respectively had, may more fully appear: *And whereas* the said sum of, &c. was not paid according to the intention of the said last recited indenture, whereby the estate and interest of the said R. C. of and in the premises, became absolute in the law, and all the remainder of the said term of 500 years, *Subject nevertheless* in equity, to be redeemed by the said M. R. in whom the inheritance and fee-simple of the premises was legally vested, by virtue of a feoffment duly executed by livery and seisin, bearing date, &c. made to her of the premises amongst other things by the said H. R. *And whereas* the said M. R. by indentures of lease and release, the lease bearing date, &c. and the release, &c. for the consideration therein mentioned, did absolutely convey the freehold and inheritance of the said mortgaged premises, and all her right and title therein, either in law or equity, unto the said T. F. his heirs and assigns, subject to the aforesaid mortgage, and to an annuity of, &c. payable, &c. during his natural life: *And whereas* the said T. F. did sometime since pay to the said R. C. the sum of, &c. in part of the principal money due upon the said mortgage, and hath paid and discharged all the interest grown due to this day, for the remainder of the said principal money, which the said T. F. doth hereby acknowledge to be 550 l. *And whereas* the said C. W. departed this natural life in the month of, &c. and was buried in the parish of, &c. as appears by a certificate under the hand of, &c. of that parish: *Now this Indenture witnesseth*, that well for and in consideration of the said sum of, &c. due and owing to the said R. C. as aforesaid, as also for and in consideration of the further sum of, &c. of lawful, &c. by the said R. C. to the said T. F. in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof the said T. F. doth hereby acknowledge and thereof and from every part thereof doth acquit and discharge the said R. C. his executors and administrators, by these presents, he the said T. F. hath granted, released and confirmed, and by these presents doth grant, release and confirm unto the said R. C. the above mentioned messuage, farm, lands, tenements, hereditaments, and all and singular other the premises, in or by the said two first recited indentures or either of them, demised, granted, released or confirmed, or intended so to be, with their and every of their rights, members and appurtenances, and all the estate, right, title, interest, equity and benefit of redemption, claim and demand whatsoever, of him the said T. F. of, in or to the same, or any part or parcel thereof: *To have and to hold* all and singular the premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their rights, members and appurtenances, unto the said R. C. his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of, &c. by the said first recited indenture granted yet to come and unexpired, freed and discharged of and from all manner of former and other provisos, conditions, covenants and agreements whatsoever, for the redemption of the premises, or any part thereof in any wise howsoever: *Provided always*, and the said R. C. for himself, his executors, administrators and assigns, doth hereby covenant and agree to and with the said T. F. his heirs and assigns, that if he or they do well and truly pay or cause to be paid unto the said R. C.

C. his executors, administrators or assigns, the full and just sum of, &c. in the premises
 the said R. C. situate, &c. next ensuing the date hereof, at or in the dwelling house of upon the pay-
 the said R. C. situate, &c. without deduction or abatement, for taxes ment of a sum
 or otherwise howsoever: Then he the said R. C. his executors, admini of money.
 strators and assigns, shall and will, upon or at any time after such pay-
 ment duly made, at the request, cost and charges of the said T. F. his
 heirs or assigns, surrender and release to him or them the said first re-
 cited indenture of demise, and all and singular the premises thereby
 granted, and all the estate, right, title, interest, claim and demand
 whatsoever, of him the said R. C. his executors, and administrators or
 assigns, of, in, or to the same by virtue of the said recited indenture of
 demise, or the said recited indenture of release and confirmation, or of
 his present indenture, or otherwise howsoever: And the said T. F. for
 himself, his heirs, executors, and administrators, and for every of
 them doth covenant, promise and agree to and with the said R. G. his
 executors, administrators and assigns, by these presents, that he the said
 T. F. his heirs, executors, administrators and assigns, or some of them,
 shall and will well and truly pay or cause to be paid unto the said R. C.
 his executors, administrators or assigns, the said sum of, &c. of law-
 ful, &c. on, &c. next ensuing the date hereof, at or in the dwelling-
 house of the said R. C. situate as aforesaid, without any deduction or
 abatement whatsoever. And that in case any default shall happen to be
 made, of or in payment of the said sum of, &c. on the day, and in
 manner and form aforesaid, he the said T. F. his heirs and assigns, and
 all other person and persons, having or lawfully claiming any estate or
 interest, of, in, to or out of the said mortgaged premises, or any part
 or parcel thereof, shall and will, upon the request and at the costs and
 charges of the said R. C. his executors, administrators or assigns, from
 time to time and at all times thereafter, make, do and execute, or cause
 to be made, done and executed, all and every such further
 and other acts, conveyances and assurances in the law whatsoever, for
 the further, better and more absolute conveying and assuring the said
 messuage, farm, lands, tenements and hereditaments, and all and sin-
 gular other the premises, with the appurtenances, unto the said R. G.
 his executors, administrators and assigns, for and during all the the rest
 and residue of the said term of five hundred years, which shall be then
 to come and unexpired, as by the said R. C. his executors, adminis-
 trators or assigns, or his or their counsel learned in the law, shall be rea-
 sonably devised, advised or required. And lastly, the said R. C. for
 himself, his executors, administrators and assigns, doth hereby covenant,
 promise and agree, to and with the said T. F. his heirs and assigns, that
 until default shall happen to be made in payment of the said sum of, &c.
 lawful, &c. or some part thereof, he the said T. F. his heirs and
 assigns, shall and may peaceably and quietly have, hold, use, occupy,
 possess and enjoy the said messuage, farm, lands, tenements and heredi-
 taments, and all and singular other the premises, with their and every
 of their appurtenances, without the lawful let, suit, trouble, denial,
 eviction, ejection or interruption of or by the said R. C. his executors,
 administrators or assigns, or any other person or persons whatsoever,
 lawfully claiming or to claim, by, from or under him or them or any of
 them, in any wise howsoever. In Witness, &c.

Covenant for
payment of
the said sum.

Covenant in
default of pay-
ment to make
further assur-
ance.

Covenant for
quiet enjoyment
till default of
payment.

A Lease for a Year.

Consideration.

Premisses.

Habendum.

Reddendum.

THIS Indenture, made, &c. Between *A. W.* of, &c. woollen draper, eldest son of, &c. of the one part, and *R. P.* of, &c. woollen-draper, of the other part, *Witnesseth*, that for and in consideration of the sum of five pounds of lawful, &c. by the said *R. P.* to the said *A. W.* in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him hereunto moving, *Have* bargained and sold, and by these presents *Doth* bargain and sell unto the said *R. P.* *All* that messuage, tenement and farm-house, commonly called or known by the name of, &c. or by what other name or name the same is called or known, with the barns, stables, out houses, orchards, gardens, yards, meadows, lands, tenements, pastures, feedings, commons, woods, coppices, ways, waters, liberties, privileges, caltments, commodities, emoluments and hereditaments whatsoever, thereunto belonging or in any wise appertaining, or accepted, reputed, taken or known, used, enjoyed, held, occupied, leased or demised, a part, parcel or member of the same; *And also* all those several pieces or parcels of arable, meadow and pasture ground thereunto belonging, containing in the whole by estimation, &c. be the same more or less, with their and every of their appurtenances, all which said premisses are situate, lying or being in or near, &c. and now or late in the tenure or occupation of, &c. or one of them, their or one of their under-tenants or assigns; *And also* all other messuages, lands, tenements and hereditaments of him the said *A. W. jun.* or whereof or wherein he hath any estate of inheritance, or other interest in possession, reversion or remainder, with their and every of their appurtenances, situate, lying or being, &c. *And* the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premisses, and of every part thereof; *To have and to hold* the said messuage or tenement, or farm-house, pieces or parcels of ground, lands, tenements and hereditaments and all and singular the premisses herein before mentioned, or intended to be hereby bargained and sold, with their appurtenances, unto the said *R. P.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year, from thence next ensuing, and fully to be compleat and ended: *Yielding and paying* therefore unto the said *A. W. jun.* his heirs or assigns, the rent of one pepper-corn only on the last day of the said term, (if the same shall be demanded) to the intent and purpose that by force and virtue of this present bargain and sale, and of the statute for transferring uses into possession, the said *R. P.* may be in the actual possession of the premisses, and thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him, his heirs and assigns, by indenture intended to be made between the said *A. W. jun.* of the one part, and the said *R. P.* of the other part; and to bear date the day next after the day of the date of these presents. *In Witness, &c.*

The Release by way of Mortgage.

THIS Indenture made, &c. Between *A. W. jun.* of, &c. woollen-draper, eldest son of, &c. of the one part, and *R. P.* of, &c. woollen-draper, of the other part. *Whereas* the said *A. W.* by his bond or obligation, in writing, duly executed, bearing even date with these presents, stands bound to the said *R. P.* in the sum of, &c. conditioned for the payment of the sum of, &c. with lawful interest for the same, on, &c. next ensuing the date of these presents: *Now this Indenture witnesseth*, that the said *A. W.* the younger, in consideration of the said debt or sum of, &c. and for better securing the payment thereof, with the interest to the said *R. P.* his executors, administrators or assigns, according to the condition of the said bond; *And also* in consideration of the further sum of five shillings to him the said *A. W. jun.* by the said *R. P.* at or before the sealing and delivery of these presents likewise well and truly paid, the receipt whereof is hereby acknowledged, *Have* granted, bargained, sold, released and confirmed, and by these presents *Doth* grant, bargain, sell, release and confirm unto the said *R. P.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by indenture, bearing date the day next before the day of the date of these presents, for the term of one year, commencing from the day next before the day of the date of the same indenture, in consideration of five shillings paid by the said *R. P.* to the said *A. W.* the younger, and of the statute for transferring uses in possession) and to his heirs and assigns, all that, &c. and all the estate, right, title, interest, use, trust, possession, benefit, property, claim and demand whatsoever of him the said *A. W.* the younger, of, in, to or out of the same, or any part or parcel thereof, in any wise howsoever; *To have* and to hold the said messuage or tenement, or farm-house, pieces or parcels of ground, and all and singular other the premises herein before mentioned, or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, unto the said *R. P.* his heirs and assigns, to the only proper use and behoof of the said *R. P.* his heirs and assigns for ever. *Provided nevertheless*, and it is the true intent and meaning of the said parties and of these presents, that if the said *A. W.* the younger, his heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said *R. P.* his executors, administrators or assigns, the full sum of, &c. good, &c. with lawful interest for the same, on, &c. next ensuing the date of these presents, according to the condition of the said recited bond, without any deduction, defalcation or abatement whatsoever, or by reason of any manner of taxes, rates, duties, assessments, impositions or charges whatsoever, ordinary or extraordinary, laid, rated or assessed, or to be laid, rated or assessed by authority of parliament or otherwise howsoever; *Then* this present indenture, and the grant and release hereby made, and every claim, article and thing herein contained, shall also the said bond, shall cease, determine, and become and be absolutely void and of none effect; *And* the said *A. W. jun.* for himself,

Recital of a bond.

Considerations of this release.

Covenant of release.

Habendum.

Proviso that upon payment of the money and interest due on the above recited bond, this present indenture of release to be void.

Covenant for his payment of the money.

And that the
premisses are
free from in-
cumbrances.

Covenant for
further assur-
ance.

Recital of a
judgment ob-
tained on the
above mention-
ed bond.

Covenant, that
the said judg-
ment shall stand
as a farther se-
curity: but
that no execu-
tion shall be ta-
ken out upon it
till default of
payment, &c.

Covenant to
acknowledge
satisfaction
when the mo-
ney is paid.

Release of
errors.

his heirs, executors, administrators and assigns, doth hereby covenant and agree, to and with the said *R. P.* his executors, administrators and assigns, in manner and form following, (that is to say) *Th* he the said *A. W. jun.* his heirs, executors, administrators and assigns or some of them, shall and will well and truly pay, or cause to be paid unto the said *R. P.* his executors, administrators or assigns, the sum of, &c. with lawful interest as aforesaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatsoever; *And* that the said released premisses now are, and shall and at all times from and after any default shall happen to be made or in payment of the said sum of, &c. and interest or any part thereof shall be, remain and continue free and clear of and from all manner of former and other gifts, grants, mortgages, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or written, suffered by him the said *A. W. jun.* *And also*, that at any time or times after such default, he the said *A. W. jun.* his heirs and assigns and every other person and persons lawfully having or claiming any estate or interest, of or in the said hereby released premisses, or any part thereof, by, from, under or in trust for him, shall and will, upon the request and at the charge of the said *R. P.* his heirs or assigns, make, acknowledge, levy, suffer and execute all such further and other matters, things, devises, conveyances and assurances in the law whatsoever, for the further and better conveying and assuring of the said hereby released premisses unto the said *R. P.* his heirs and assigns as aforesaid as by him or them, or his or their counsel learned in the law, shall be reasonably devised, advised or required. *And whereas* the said *R.* hath obtained judgment in his majesty's court of common pleas at *Westminster*, as of this present *Michaelmas* term against the said *A. W.* for the sum of, &c. besides costs of suits, as by the records of the said court, relation being thereunto had, may appear. *Now* it is hereby declared and agreed by and between the said parties to these premisses that the said judgment shall stand and remain as a further security for the payment of the said sum of, &c. and interest, according to the condition of the said recited bond; and that no execution or other process shall issue thereupon, till after default shall be made in payment of the said money, *And* that when and as soon as or at any time after the said sum of, &c. and interest shall be fully paid and satisfied, by or for the said hereby released premisses, or by virtue of the said judgment or otherwise, by the said *A. W. jun.* his heirs, executors or administrators, he the said *R. P.* his executors or administrators at the request and charges of the said *A. W. jun.* his heirs, executors, administrators or assigns, shall and will acknowledge satisfaction, or execute warrant to acknowledge satisfaction upon the record of the said judgment. *And* the said *A. W. jun.* doth hereby remise, and for ever release to the said *R. P.* his executors, administrators and assigns, and all manner of error and errors, writ and writs of error, defects and omissions whatsoever, in, about, touching and concerning the said judgment, or the entry thereof, or any the proceedings relating thereto in any wise howsoever. *In Witness, &c.*

Assignment of a Lease by an Administrator of a Legatee by way of Mortgage, with Consent of the Executor.

THIS Indenture, made, &c. Between E. B. citizen, and joiner of London, and E. his wife, executrix of the last will and testament of R. F. late citizen and cooper of London deceased, on the one part, and R. G. of, &c. on the other. Whereas the mayor and commonalty and citizens of the city of London, governors of the hospitals of Christ, Bridewell, and St. Thomas the Apostle, did by indenture of lease bearing date, &c. (for the considerations therein expressed) demise unto the said R. F. all that messuage or tenement situate, &c. containing by estimation, &c. together with all lights, ways, easements, wa-tercourses, commodities and appurtenances whatsoever, thereunto belonging or appertaining; To hold to the said R. F. his executors, administrators and assigns, from, &c. unto the full end and term of seven-ty-one years, at the yearly rent of, &c. payable, &c. as by the said re-cited indenture of lease, (amongst divers covenants, clauses, provisoes, conditions and agreements therein contained), relation being thereunto had, may more fully appear: And whereas the said R. F. by his last will and testament in writing, bearing date, &c. proved by the above-named E. B. in the prerogative court of Canterbury, Gave and bequeathed to E. B. the son of the said E. by the said E. B. her husband, party to these presents, the said demised messuage or tenement, and the said recited indenture of lease, during all the time and term therein to come and unexpired: And whereas the said E. B. the son being dead, intestate and unmarried, letters of administration of all his goods and chattels, rights and credits, bearing date, &c. have been granted by the bishop of London to the said E. B. his father party to these presents, who is thereby legally become intituled to the said recited indenture of lease, and the said premises thereby demised, for all the residue and remainder of the said term: Now this Indenture witnesseth, that for and in consideration of the sum of, &c. of good, &c. to the said E. B. party to these presents in hand, at or before the sealing of these presents, paid by the said R. G. and also in consideration of five pounds of like money to him, and the said E. his wife, or one of them, in hand paid by the said R. G. the receipt of which said several sums of money the said E. B. and E. his wife do hereby acknowledge, and thereof, and from every part and parcel thereof, do release, acquit and discharge the said R. G. his executors, administrators and assigns, by these presents, he the said E. B. by and with the consent of the said E. his wife, testified by her signing and sealing of these presents, and also the said E. Have, and each of them Hath granted, bargained, sold, assigned, transferred and set over, and by these presents Do, and each of them Doth grant, bargain, sell, assign, transfer and set over unto the said R. G. the said recited indenture of lease, and the said messuage or tenement, and all and singular other the premises with their appurtenances thereby demised, or meant, mentioned or intended to be demised, and all the estate,

Recital of a lease made by the governors of hospitals of Christ, Bridewell and St. Thomas.

Habendum.

Lessee devises the said lease by will.

Administration granted.

Assignment of the said lease by the administrator, &c.

Habendum,
for the residue
of the term.

Proviso to be
void on pay-
ment of a sum
of money.

Covenant for
the payment of
the said sum.

And that the
assignors are
lawfully pos-
sessed of the
premises.

And have good
right, &c. to
assign the same.

And that in de-
fault of pay-
ment, the
assignee shall
enjoy the pre-
mises, with-
out any distur-
bance, &c.

And free from
all incum-
brances.

right, title, interest, use, trust, term or terms of years yet to come and unexpired, property, profit, benefit and claim whatsoever, of them the said *E. B.* and *E.* his wife, and either of them, of, in, to or out of the same, or any part thereof, in any wise howsoever; *To have and hold* the said recited indenture of lease, and the said messuage or tenement, and all and singular other the premises hereib before mentioned or intended to be assigned, with their appurtenances, unto the said *R. G.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of seventy-one years, by the said recited indenture of lease granted, yet to come and unexpired. *Provided always*, and upon condition nevertheless, that if the said *E. B.* his executors, administrators or assigns, shall and do well and truly pay or cause to be paid unto the said *R. G.* his executors, administrators or assigns, the full sum of, &c. with lawful interest for the same at the rate of, &c. at or upon, &c. next ensuing the date hereof without any deduction, defalcation or abatement, for or in respect of taxes, or any other matter or thing whatsoever, by authority of parliament, or otherwise howsoever, that then and from thenceforth, the present indenture, and the estate and interest hereby assigned, shall cease, determine, and become and be utterly void, and of none effect. *And* the said *E. B.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and grant, to and with the said *R. G.* his executors, administrators and assigns, by these presents, that he the said *E. B.* his executors, administrators or assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *R. G.* his executors, administrators or assigns, the said sum of, &c. with interest for the same as aforesaid, at the time herein mentioned or appointed for payment thereof, according to the true intent and meaning of these presents, without any deduction, defalcation or abatement whatsoever. *And further*, that he the said *E. B.* and the said *E.* his wife, or one of them, at the time of the sealing and delivery of these presents, is lawfully and rightfully interested in and possessed of the said recited indenture of lease and the said messuage or tenement, and premises, with their appurtenances hereby demised, for and during all the remainder of the said term of seventy-one years yet to come and unexpired; *And* that they or one of them, have or hath in him, her or themselves, good right, true title, full power, and lawful authority, to grant, bargain, sell, assign, sign, and set over the same, and every part thereof unto the said *R. G.* his executors, administrators and assigns, in manner and form as aforesaid. *And* that in case the said *E. B.* his executors, administrators or assigns, shall happen to make default of or in payment of the said sum of, &c. and the interest thereof at the time above mentioned for payment of the same, that then and from thenceforth it shall and may be lawfully and quietly to have, hold, use, occupy, possess and enjoy the said hereby assigned premises, with their appurtenances, and the rents, issues and profits thereof, to his and their own proper use and behoof, to receive and take, for and during all the remainder of the said term of seventy-one years, then to come and unexpired, without any let, trouble, denial, eviction, ejection, molestation or hindrance of or to them the said *E. B.* and *E.* his wife, or either of them, or of any other person or persons whatsoever; *And* that free and clear, and freely and

early acquitted, exonerated and discharged of, from and against all and all manner of former and other bargains, sales, gifts, grants, leases, bills, uses, mortgages, conditions, rents, arrearages of rents, assignments, statutes, executions, extents, and of and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed or suffered, by the said *E. B.* and *E.* his wife, or either of them, or of any other person or persons whatsoever; And that he the said *E. B.* and *E.* his wife, and all other persons lawfully having or claiming any estate or interest in the said hereby assigned premises, shall and will, at any time after such default, make and execute all such further assurances of the same premises unto the said *R. G.* his executors, administrators and assigns, for all the then residue of the said term, as by him or them, his or their counsel learned in the law, shall be reasonably desired or requested: And the said *R. G.* for himself, his executors, administrators and assigns, doth hereby agree with the said *E. B.* his executors, administrators and assigns, that until default shall happen to be made of in payment of the said sum of, &c. or the interest thereof, it shall and may be lawful for him and them to hold and enjoy the said hereby assigned premises, with their appurtenances, and the rents, issues and profits thereof to take and receive to his and their own use, without any lawful let, suit, trouble, denial or interruption of or by him the said *R.* his executors, administrators or assigns. *In Witness, &c.*

Covenant for further assurance, &c. in case of failure of payment.

And that the assignors shall enjoy, &c. until such failure.

A Mortgage of a Reversion for Years.

THIS Indenture made, &c. Between the right honourable *H.* earl of *P.* of the one part; and *J. S.* of *London*, gent. of the other part, *Witnesseth*, that the said earl, to the intent the sum of a thousand pounds may be secured and paid to the said *J. S.* according to the true intent and meaning of these presents hereafter mentioned, and for divers good causes and valuable considerations him the said earl thereunto moving, *Hath* bargained and sold, and by these presents *Doth* bargain and sell unto the said *J. S.* and his assigns, *All* that the manor of, &c. in the county of, &c. with its rights, members and appurtenances, and all those messuages, lands, tenements and hereditaments in *T.* or *D.* either of them, in the said county of, &c. which were heretofore demised or mentioned to be demised by the said earl, and *E.* countess of *P.* or either of them, to *A. B.* of the city of *London*, deceased, and all manors, messuages, lands, tenements and hereditaments to him the said earl, situate, lying and being in *T.* and *D.* aforesaid, either of them, whereof or wherein the said earl now hath, or at any time heretofore had any manner of estate of inheritance or freehold in possession, reversion, remainder or expectancy, and the reversion and remainders, remainder and remainders of all and singular the said premises hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever, of him the

Bargain and sale.

Habendum from the death of the earl and his countess for 500 years.

Covenant that he is seised in fee, and free from incumbrances.

Covenant to levy a fine and recovery.

the said earl, in and to the same; *To have and to hold* the said manor lands, tenements and hereditaments hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their appurtenances, unto the said J. S. his executors and assigns immediately from and after the death of the said earl, and E. countess dowager of P. mother to the said earl, unto the full end and term of five hundred years, thence next and immediately following, and fully to be compleat and ended; *Yielding and paying* therefore yearly, during the said term, the yearly rent of one penny, at the feast of St. Michael the Archangel only, if the same be lawfully demanded. *And* the said earl doth hereby, for himself and his heirs, covenant, promise and grant to and with the said J. S. his executors, administrators and assigns, in manner and form following, (that is to say) that he the said earl, for and notwithstanding any act or thing by him committed or done to the contrary, at the time of the sealing and delivery of these presents, and standeth seised of a good, sure and perfect estate in fee-simple or fee-tail, of and in the said manor and premisses hereby bargained and sold, or mentioned or intended to be bargained and sold, with their and every of their rights, members and appurtenances; *And* that the said earl for and notwithstanding any such act or thing as aforesaid, now hath full power, and lawful and absolute authority to bargain and sell the said manor and premisses hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their rights, members and appurtenances, unto the said J. S. his executors and assigns, in manner and form aforesaid; *And* that it shall and may be lawful to and for the said J. S. his executors and assigns, during the term hereby granted, *To have and to hold*, occupy, possess and enjoy the said manor and premisses hereby bargained, or meant or intended to be hereby bargained, with their and every of their rights, members and appurtenances, without the let, trouble, incumbrance or eviction of him the said earl, his heirs and assigns, or any person or persons claiming, which shall or may claim any estate or interest, by, from or under him. *And* that the said manor and premisses hereby bargained and sold, or mentioned or intended to be hereby bargained and sold, now are and shall be free and clear, and shall be and continue, during the term hereby granted, freely and clearly acquitted, exonerated and discharged, of and from all manner of former and other gifts, grants, bargains, sales, leases, statutes, judgments, recognizances, executions, extents, or lawries, forfeitures, and of and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed, done or suffered, or to be had, done, made, committed or suffered by the said earl, his heirs, or assigns, or by any person or persons lawfully claiming, which may lawfully claim, by, from or under him, or by or through his or their, or any of their acts, means, consent or procurement whereby the estate and term hereby granted may be any ways incumbered: *And* the said earl doth hereby covenant and grant to and with the said J. S. his executors and assigns, that he the said earl shall do his will, before the end of *Hilary* term next ensuing the date hereof, at knowledge and levy in due form of law, before his majesty's justices the court of *common bench*, at the costs of the said J. S. one or more fine or fines, *Sur Conusance de droit come ceo qu'ils ont de leur done*, and shall also suffer, or cause to be done or suffered, one or more common recovery or recoveries, on or upon the said manor and premisses hereby bargained

bargained and sold or intended to be bargained and sold in such sort, and by such names, descriptions, contents and quantities, as by the said counsel learned in the law of the said J. S. shall be advised, which fine and fines, and common recovery or recoveries, and every of them, and the execution thereof, and all and every other fines and common recoveries to be levied and suffered of the said bargained premises, either alone or jointly with any other lands whereunto the said earl shall be party or privy, shall be and enure, and are hereby declared to be and enure, as to the manor and premisses hereby bargained, or intended to be bargained, to the use of the said J. S. his executors and assigns, for the term of five hundred years, to commence as aforesaid, and hereby granted or mentioned to be granted, and for the corroborating of these presents, and the estate hereby granted or mentioned or intended to be granted; *Provided always*, that if the said earl shall pay, or cause to be paid to the said J. S. his executors or assigns, the full sum of one thousand pounds of lawful money of *Great Britain*, upon the, *Sc.* day of, *Sc.* in the year of our Lord, *Sc.* at, *Sc.* without any abatement or deduction, by reason of any matter or thing whatsoever, that then this present grant, bargain and sale, and every clause, article and agreement therein contained, shall cease, determine, and be utterly void to all intents and purposes whatsoever. *Provided likewise*, that if the said earl shall make default of payment of the said sum of one thousand pounds upon the, *Sc.* and the heirs, executors and administrators of the said earl, shall pay or cause to be paid unto the said J. S. his executors and administrators or assigns, upon the, *Sc.* aforesaid, which shall come and happen first after the death of the said earl and countess, the full sum of one thousand pounds of lawful money of *Great Britain*, and interest for the same, after the rate of five pounds *per cent.* to be accounted from the, *Sc.* day of, *Sc.* unto the, *Sc.* day of, *Sc.* which shall first be and happen after the death of the said earl and countess, that then this present indenture, and every clause, article and agreement therein shall be void, frustrate, and of none effect, to all intents and purposes whatsoever. *In witness, &c.*

Uses.

To the use of the mortgagee, and the corroborating of his estate.

Proviso to be void upon payment of the mortgage money.

Proviso, that if there shall be a default of payment, and the heirs, executors or administrators of the earl shall pay at a certain day, after the death of the earl and lady, then to be void also.

Indorsement.

Memorandum, that it is agreed by all the parties at the time of enrolling of these presents, that neither of the provisos within mentioned shall extend to a covenant or agreement, to charge the person of the said earl, or any other of his lands, with the payment of the said one thousand pounds, but only the lands within mentioned shall be liable to the payment thereof.

An agreement, that neither of the provisos shall extend to a covenant to charge the person of the earl, nor any other of his estates.

A Mortgage,

A Mortgage, &c. by Lease and Release of Freehold, Copyhold Premises, an Estate for Life, and a Legacy for securing Money lent, and Interest, &c.

Release:

Parcels.

Consideration.

Lease for a year.

Parcels.
Habendum,

Subject to provisions, &c.
Further consideration, &c.

Proviso, &c.

That the release, &c. and surrender to be void.

A proviso, that if Sir A.

THIS Indenture, made, &c. Between Sir A. B. of, &c. (son and heir of, &c. deceased) and dame A. B. his wife, (niece of — deceased) of the one part, and the honourable C. of, &c. D. of, &c. and E. of, &c. (the same C. D. and E. being executors and trustees appointed in and by the last will and testament of — for the benefit of the three infant children of the said —) of the other part, *Witnesseth*, that for and in consideration of the sum of 6000*l.* of, &c. to the said A. in hand well and truly lent and paid by the said C. D. and E. at or before the sealing and delivery of these presents, (being part of the assers and trust estate late of the said —) the receipt and payment of which said sum of 6000*l.* the said Sir A. doth hereby acknowledge, and thereof, &c. he the said Sir A. *Hath* granted, bargained, sold, remised, released, aliened and confirmed, and by these presents *Doth* grant, &c. unto the said C. D. and E. (in their actual, &c.) and to their heirs and assigns, *All* that, &c. and the reversion, &c. and also all the estate, &c. *To have and to hold*, &c. all and singular other the premises hereby granted, released and conveyed, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said C. D. and E. their heirs and assigns, to the use and behoof of the said C. D. and E. their heirs and assigns for ever; *Subject nevertheless* to the several provisos herein after contained concerning the same: *And this Indenture further witnesseth*, that for the better securing the payment of the said principal sum of 6000*l.* and interest for the same, unto the said C. D. and E. their executors, administrators and assigns, according to the true intent and meaning of these presents, the said Sir A. for himself, &c. doth covenant, &c. (covenant to surrender copyhold lands, &c.) *Provided always*, and these presents are upon this condition, that if the said Sir A. his heirs, executors, administrators and assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said C. D. and E. their executors, administrators or assigns, the full and just sum of 6300*l.* of lawful money of *Great Britain*, in manner following; (that is to say) the sum of 150*l.* part thereof upon the — day of — next ensuing the day of the date of these presents, and the sum of 6150*l.* residue, and in full payment and satisfaction of the said sum of 6300*l.* upon the — day of — which shall be in the year, &c. both the said payments to be made at or in the common dining hall of *Gray's Inn*, in the county of *Middlesex*, without any abatement, &c. that then these presents, and every article, clause and thing herein contained, and the said surrender so covenanted to be made as aforesaid, shall cease, determine and be utterly void and of none effect, to all intents and purposes whatsoever; any thing, &c. *And, &c. Covenants, &c. to pay, &c. good right, &c. to release and surrender, &c. in case of default mortgagee to enter and enjoy, &c. free from incumbrances; further assurance: Provided always* that in case the said Sir A. shall happen to depart this life before

fore the said principal sum of 6000 *l.* and all interest which shall incur before the
or grow due for the same, shall be by him fully paid and satisfied to the
said *C. D.* and *E.* their executors, administrators or assigns, according
to the true intent and meaning of the said proviso or condition herein
before contained, or in case the interest of the said principal sum of
6000 *l.* shall happen at any time hereafter to be in arrear and unpaid for
the space of two years; that then, and in either of the said cases so hap-
pening, the said *C. D.* and *E.* and the survivors and survivor of them,
or the heirs or assigns of the survivor of them, shall and may, and are
hereby fully authorized and empowered by one or more sale or sales ab-
solutely to sell and convey and surrender the said manor, hereditaments,
and all and singular other the said respective premises, with their and
every of their rights, members and appurtenances, and the inheritance
of the same, to such purchaser or purchasers, as they or any or either
of them can procure to buy the same; and out of the monies arising by
such sale or sales, and the rents, issues and profits of the said manor,
hereditaments and premises, until such sale or sales, shall in the first place
deduct and take to themselves the said principal sum of 6000 *l.* and all
the interest which shall be then due for the same, and all the reasonable
costs, charges and expences in relation to the same; and from and after
such deductions so made as aforesaid, in trust as to the surplus of the
monies arising by such sale or sales (if any such surplus there shall be)
for the only use and behoof of the said Sir *A.* his heirs, executors or
administrators, and to the intent that such purchaser or purchasers of all
or any part or parts of the said manor, hereditaments and premises, shall
have a clear and undoubted title to the same; it is hereby agreed and
declared, that the receipt or acquittance to be given by the said *C. D.*
and *E.* or the survivors or survivor of them, or the heirs, executors, ad-
ministrators or assigns of the survivor of them, shall be a good and suffi-
cient discharge both in law and equity, unto such purchaser or purchasers,
for all such monies which he or they shall pay upon the account of such
purchase or purchases, unto the said *C. D.* and *E.* or any of them, or
unto the heirs, executors or administrators of the survivor of them; and
that such purchaser or purchasers, or the purchase or purchases to be
made in pursuance of these presents, shall in no sort be liable or respon-
sible for the misapplication of any of the monies which shall be *bona fide*
paid by such purchaser or purchasers, to the said *C. D.* and *E.* or any
of them, or their or any of their heirs, executors, administrators or
assigns, upon the account of such purchase or purchases, and, &c. (co-
venant from Sir *A.* not to cut timber, &c. during the mortgage, except for
necessary repairs; further security for said 6000 *l.* and interest, by demise
of other premises, wherein Sir *A.* has an estate for life only, the same
being settled on his marriage with the said dame *A. B.* his wife: And this
indenture further witnesseth, for the further and better securing the pay-
ment of the said principal sum of 6000 *l.* together with the interest
thereof, according to the true intent and meaning of these presents; and
also for and in consideration of the sum of 5 *s.* of lawful money of
Great Britain, to the said Sir *A.* in hand paid by the said *C. D.* and
E. at, &c. he the said Sir *A.* hath granted, bargained, sold and demis-
ed, and by these presents doth, &c. unto the said *C. D.* and *E.* their,
&c. All that, &c. (the premises in *Y.*) To have and to hold the said
manor, hereditaments and premises herein before mentioned to be situate,
lying

and overplus to
go to the mort-
gagor, &c.

the receipt of
the mortgages
to purchasers,
&c. to be good.

Mortgagor to
enjoy, &c. un-
til default, &c.

Recital of will,
whereby 5000*l.*
and interest,
given for the
separate use of
dame A. B. &c.

Testator's
death.

A security for
the same to two
trustees for the
lady.

lying and being in the said county of *Y.* and every part and parcel thereof, with their and every of their appurtenances, unto the said *C. D.* and *E.* their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 99 years, from thence next ensuing and fully to be compleat and ended (without impeachment of or for any manner of waste) if the said *A.* shall so long live; *Yielding and paying* therefore during the said term of 99 years (determinable as aforesaid) the yearly rent of one pepper-corn only, if the same shall be lawfully demanded, *Subject nevertheless* to the proviso of redemption herein before contained; *And* it is hereby declared and agreed by and between the said *C. D.* and *E.* and the said Sir *A.* that until default be made in payment of the said sum of 6000*l.* or some part thereof, contrary to the true meaning of the said proviso or condition, they the said *C. D.* and *E.* their heirs, executors, administrators and assigns, shall and will permit and suffer the said *A.* his heirs and assigns, to receive and take all the rents, issues and profits, of all and every the said respective manors, hereditaments and premisses, without the let or interruption of them the said *C. D.* and *E.* or any of them, their or any of their heirs, executors, administrators or assigns, and without any account to be made or given to them, or any of them, for or concerning the same: *And whereas F.* by his last will, &c. did (amongst, &c.) give, &c. unto his niece the said dame *A. B.* 5000*l.* to be put out by such trustees as she should think fit to nominate, and in their names for her only and separate use, during her natural life; and after her death, to her children equally divided amongst them, excepting an eldest son, whom the said testator by his said will entirely excluded from any part of it; it is the said testator's intent and meaning, being by the said will declared to be, that the said 5000*l.* should not be chargeable with any debts or demands upon her husband, and that he should not have any right or title to any part of it, but that her receipt should be a sufficient discharge for the interest or product of the whole, or any part thereof; and if she died without children, to go to his the said testator's executor and his heirs; and after several pecuniary legacies thereby given, all the rest and residue of his real and personal estate he the said testator did give to his nephew *G.* whom he made sole executor: *And whereas* some time after the making of the said will the said *F.* died, after whose death the said *G.* did on, &c. duly proved, &c. *And whereas* by indenture *quadrupartite*, bearing date, &c. between *H.* of the first part, the said *D. A. B.* of the second part, the said *G.* of the third part, and the said *D.* and *M.* of the fourth part, (after reciting, &c.) for and in consideration of the said sum or legacy of 5000*l.* of, &c. paid by the said *G.* by the direction and appointment of the said *D. A. B.* (testified as therein mentioned) and of the sum of 5*s.* of like money to the said *H.* paid by the said *D.* and *M.* the said *H.* at the nomination, and by the direction and appointment of the said *D. A. B.* (testified as therein mentioned) *Did* grant and demise unto the said *D.* and *M.* *All* that, &c. *To hold* unto the said *D.* and *M.* their executors, administrators and assigns, from the day next before the day of the date thereof, for and during the term of 1000 years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, at and under the yearly rent of one pepper-corn only, if the same shall be lawfully demanded, in which said indenture there is

a proviso

a proviso contained for the making void the same upon payment of the said *H.* his heirs, executors, administrators or assigns, unto the said *D.* and *M.* their executors, administrators or assigns, of the sum of 5250 *l.* of lawful money, at the place and upon the several days and times therein limited and appointed for the payment thereof, and now past, (subject nevertheless to the trusts, devises over, and contingency mentioned and expressed in the said last in part recited will of and concerning the said legacy of 5000 *l.* thereby given, and the interest thereof) as by the said indenture may appear: *And whereas* the said *D. A. B.* hath agreed with the said *H.* to sink and lessen the interest of the said 5000 *l.* by him secured in trust for her as aforesaid, and to accept of interest for the same for the future, after the rate of 4 *l.* 10 *s.* per cent. per ann. from the; *&c.* *And whereas* by an indorsement, bearing date the — day of this instant month of *March*, written on the back of the said in part recited indenture of mortgage, the said *M.* in pursuance and performance of, and in obedience to a certain decree therein mentioned to be made and pronounced by his Honor the Master of the Rolls, and for the consideration therein expressed, did by the direction of the said *D. A. B.* (testified as therein mentioned) remise, release, assign and confirm the said manor, *&c.* unto the said *D.* his executors, administrators and assigns, from thenceforth, for and during all the rest and residue of the said term of 1000 years therein then to come and unexpired, (subject nevertheless to the trust, devises over, and contingencies mentioned and expressed in the said last herein in part recited will of and concerning the said legacy of 5000 *l.* and the interest thereof) as by the said indorsement (relation being thereunto had) may more fully appear: *Now* this Indenture further witnesseth, that for the better securing the due payment of the interest of the said sum of 6000 *l.* so lent and paid to the said *A.* by the said *C. D.* and *E.* as aforesaid, so long as she the said *D. A. B.* shall happen to live, in case the said principal sum of 6000 *l.* so lent to the said *A.* as aforesaid, and all interest which shall incur due for the same, shall not be sooner paid off and discharged, she the said *D. A. B.* hath directed and appointed, and by these presents doth direct and appoint that the said *H.* his executors, administrators and assigns, from time to time, so long as she the said *D. A. B.* shall happen to live (in case the said principal sum of 6000 *l.* so lent to the said *A.* as aforesaid, and all the interest which shall incur due for the same, shall not be sooner paid off and discharged) shall from time to time receive, apply and pay all the interest which shall incur and grow due from the said *H.* his heirs, executors, administrators or assigns, for or in respect of the said 5000 *l.* so lent to him as aforesaid, towards the paying and discharging of the interest of the said principal sum of 6000 *l.* so lent to and hereby secured by the said *A.* as aforesaid: *And* she the said *D. A. B.* doth hereby agree and declare, that the receipts from time to time to be given by the said *D.*'s executors, administrators or assigns, to the said *H.* his heirs, executors, administrators or assigns, for the interest of the said principal sum of 5000 *l.* shall be as good and valid, as if the said *D. A. B.* had joined in the same. *In Witness, &c.*

Agreement touching reducing interest from 5 *l.* per cent. to 4 *l.* 10 *s.* release from one of the trustees to the other, &c.

Further security for payment of interest of the said 6000 *l.*

Direction from the lady to the mortgagor, of the 5000 *l.* &c! to pay the interest for the 6000 *l.* (in case not paid) during her life, &c. The receipts for the interest of the 5000 *l.* to be good, &c.

*Mortgage for securing the Sum of 1000*l.* and Interest, where a Bond and Warrant of Attorney was before given.*

THIS Indenture, &c. Between Sir T. S. S. of, &c. bart of the one part, and W. P. W. of, &c. esq; of the other part, Witnesseth, that for and in consideration of the sum of 1000*l.* of, &c. to the said Sir T. S. S. in hand paid by the said W. P. W. at or before the sealing and delivery hereof, the receipt whereof the said Sir T. S. S. doth hereby acknowledge, and thereof acquit the said W. P. W. he the said Sir T. S. S. Hath granted, bargained, sold and demised, and by these presents Doth, &c. unto the said W. P. W. All and singular the freehold manors, &c. of him the said Sir T. S. S. or of any other person or persons, In Trust for him in the county of W. and H. or either of them, and the reversion, &c. To have and to hold the same premises, with the appurtenances, unto the said W. P. W. his, &c. from the day next before the day of the date hereof, for and during, and unto the full end and term of 2000 years, from thence next ensuing, and fully to be compleat and ended, without impeachment of waste: *Provided*, that if the said Sir T. S. S. his heirs, executors, administrators or assigns, do and shall pay, or cause to be paid unto the said W. P. W. his executors, administrators or assigns, at or in the common dining hall of Gray's-Inn aforesaid, upon — next ensuing the date hereof, the sum of 1000*l.* of, &c. with lawful interest for the same, after the rate of 5*l.* per cent. *per ann.* without any deduction or abatement whatsoever, out of the same, by reason of any parliamentary or other taxes imposed or to be imposed, then these presents, and every thing herein contained, shall cease and be void; any thing herein, &c. And the said Sir T. S. S. doth hereby for himself, &c. covenant with the said W. P. W. his, &c. that he the said Sir T. S. S. his heirs, &c. or one of them, shall and will pay, or cause to be paid unto the said W. P. W. his executors, administrators or assigns, the said sum of 1000*l.* with such interest for the same as before mentioned, at the time and place aforesaid; And shall and will, within the space of ten days next ensuing the date hereof, surrender, or cause to be surrendered, all and singular the copyhold messuages, farms, lands, tenements and hereditaments, which he the said Sir T. S. S. holds of the manor of F. in the said county of H. To the use of the said W. P. W. his heirs and assigns, but subject to the said proviso or condition for redemption thereof. And lastly, it is hereby declared, that until default shall be made in payment of the said sum of 1000*l.* and the interest thereof, or some part thereof, it shall be lawful for the said Sir T. S. S. his heirs and assigns, to hold and enjoy the said premises to his and their own use, without any disturbance by the said W. P. W. his executors, administrators or assigns; And whereas the said Sir T. S. S. hath given one warrant of attorney, bearing even date herewith, to confess one judgment unto the said W. P. W. in the sum of 2000*l.* Now it is hereby declared, that the same judgment and warrant of attorney for the same, is only intended to be a collateral security for the payments of the sum of 1000*l.* and the interest thereof, in manner as aforesaid and to be void upon such payments to be so made as aforesaid. In witness, &c.

Mortgage

Mortgage in Fee of a Feme Covert's Estate by Fine.

THIS Indenture tripartite, &c. Between B. of, &c. and C. his wife, (which said C. was the eldest daughter and devisee of and under the last will and testament of H. late of, &c. also deceased, and was late the widow and relict of J. late of, &c. also deceased) of the first part, F. of, &c. (conusee in the fine after recited) of the second part, and D. of, &c. of the third part *Whereas* for barring of all estates Recital of a fine.
tail and remainders on the messuage, &c. and tythes herein after mentioned, to the end and intent, they the said B. and C. his wife might, by way of mortgage thereof, be enabled to borrow on the same hereditaments and premises, of and from the said D. the sum of 500*l.* and for that purpose to settle, convey and assure the same, unto and to the use of her the said D. her heirs and assigns, as and for a security for the repayment thereof, unto her, her executors, administrators and assigns, with interest, as herein after mentioned; and to the end and intent, that after the repayment thereof, with interest, all and every the same premises may be settled and assured, or otherwise be and remain unto and upon such uses, intents and purposes, as are herein after expressed and declared concerning the same; and for other good considerations them the said B. and C. his wife severally moving, they the said B. and C. his wife did in *Hilary* Term now last past, before the day of the date hereof in his majesty's court of common pleas at *Westminster*, in due form of law, acknowledge, and levy unto the said F. and his heirs, one fine *sur conuſance*, &c. with proclamations thereupon had, of all and singular the before mentioned and herein after granted and released hereditaments and premises, by the names of, &c. as by the records of the court of common pleas at *Westminster*, relation, &c. Now Uses declared,
this Indenture witnesseth, that for and in consideration of the said sum of 500*l.* of, &c. to the said B. and C. in hand well and truly paid by the said D. at or, &c. the receipt, &c. and for divers, &c. they the said B. and C. his wife did grant, bargain, sell, assign, release and confirm unto D. (to her actual possession, &c.) All that messuage, &c. (*several parcels of lands*, &c.) and all manner of tythes of corn, grain, hay, wood, wool and lamb, and all other great and predial tythes whatsoever, arising, coming, growing or renewing out of all and singular the said lands, tenements, hereditaments and premises herein before mentioned and intended to be hereby released, and out of every or any part or parcel thereof; and also all houses, out houses, &c. all and singular which said messuages, &c. being lately legally come to and vested in the said H. and his heirs, he the said H. did, in and by his last will and testament, give and devise the same unto her the said C. (by the name of, &c.) and to her heirs and assigns, as therein is mentioned; and all and singular other the freehold messuages, land, tythes and hereditaments whatsoever, of them the said B. and C. his wife, situate in, &c. and which in and by the said will of the said H. were given or devised, or intended so to be, unto the said C. and her heirs as above mentioned, and the reversion, &c. and all the estate, &c. of B. and C. and also all and every the deeds, writings, escripts, evidences and minuments

minuments whatsoever, touching or in any wise concerning the premises, or any part thereof, now in the custody or possession of the said B. and C. his wife, or any other person or persons in trust for him, her or them, or which he, she or they can or may come by or procure without suit in law or equity; *To have and to hold* the said premises unto and to the use of the said D. her heirs and assigns for ever; *And* for the considerations aforesaid, and for the ends, intents and purposes above-mentioned, it is hereby mutually covenanted, declared and agreed by and between all the said parties to these presents, and their true intent and meaning is that the said fine so as aforesaid, or in any other manner had and levied, and all and every other fine and fines, and other assurances in the law whatsoever, already had, made, levied, suffered or executed, or which at any time or times hereafter shall be had, made, levied, suffered or executed of the said hereby granted and recited messuages, tythes, &c. or any part thereof, (except before excepted) by or between the said parties to these presents, any or either of them, or whereunto they, any or either of them, shall be parties, either alone or jointly with any other parties, or any other messuages, &c. as for and concerning the said herein before granted and recited hereditaments and premises, shall enure, and shall be adjudged, deemed, construed and taken, and was and were, at the time and times of the levying, suffering and executing thereof, meant and intended to be and enure to and for the only proper use and behoof of the said D. her heirs and assigns for ever, subject nevertheless to the proviso herein after contained, (that is to say) *Provided always*, and upon condition nevertheless, and it is hereby agreed and declared by and between all and every the said parties, and the true intent and meaning of them, and of these presents is and are, that if they the said B. and C. his wife, or either of them, &c. (*two days for payment of 520l. as usual, &c.*) that then and from thenceforth the use and estate herein before limited to the said D. and her heirs, of and in the said premises, shall cease, determine and be absolutely void, to all intents and purposes whatsoever; and that then and from thenceforth the said messuages, &c. and the premises, and the estate herein and hereby granted and conveyed to the said D. her heirs and assigns, of and in the same hereditaments and premises, and also the said fine so levied of the same as aforesaid, and the further execution thereof, and all and every other fine and fines, recovery and recoveries, conveyance and other assurances as aforesaid, as to, for and concerning the said herein before-mentioned and intended to be hereby granted and released messuages, &c. and other the premises, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, *To the Use* and behoof of such person and persons, and for such estate and estates, trusts, intents and purposes, upon such condition, and in such manner and form, as they the said B. and C. his wife, at any time during their joint lives, shall by any deed or writing, to be by them duly executed in the presence of two or more credible witnesses, direct, limit or appoint the same premises; and for want of such direction, limitation or appointment, and until such direction, limitation or appointment, shall be made, and until such estate and estates so directed, limited or appointed, shall respectively commence and take effect, and as such estate or estates so directed, limited or appointed, shall respectively end and determine, and as to such part or parts of the same premises whereof

whereof no such direction, limitation or appointment, shall be made, to the use and behoof of the said B. and C. his wife, for and during the term of their two joint natural lives, and the life of the longer liver of them; and from and after the decease of the said B. and C. his wife, and the survivor of them, then to the use and behoof of the right heirs of the said C. for ever, and to and for no other use, trust, intent or purpose whatsoever; And the said B. for himself, and for the said C. his wife, and for his, her and their heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said D. her executors, &c. by these presents, that they the said B. and C. his wife, or one of them, their or one of their heirs, &c. shall and will well and truly, &c. (*To pay the money, &c.*) viz. That they, or one of them, are seised, &c. good right, quiet enjoyment, on default, free from incumbrances, &c. other than and except one indenture of mortgage, bearing date — made of parcel of the said premisses, by the said H. to one A. of, &c. for the term of 1000 years, defeasible on payment of the sum of — in manner as therein mentioned; the remainder of which said term is by indenture quadripartite, bearing date herewith, and made or mentioned to be made between the said A. of the first part, the said B. and C. his wife of the second part, the said D. of the third part, and E. of, &c. of the fourth part, assigned or intended to be assigned to the said E. his executors, &c. in trust for the said D. his heirs and assigns, to attend, wait upon and go along with the reversion, or remainder and inheritance of the same premisses hereby conveyed (*inter alia*) to the end to protect and preserve the same from mesne incumbrances, if any such there be, (subject nevertheless to the provisos of redemption herein before-mentioned); And also except, &c. (another mortgage to another person of other part of the premisses, and assigned in like manner to the same trustee by another quadripartite indenture); And also except one annuity or yearly sum of 5 l. charged on and payable quarterly out of the said hereditaments and premisses hereby granted unto — during the term of his natural life, in and by the said will of the said H. as therein mentioned.

Further covenants.

Exceptions.

A Mortgage by Demise, reciting a former Mortgage of the same Premises to another Person.

THIS Indenture, made, &c. Between J. W. of, &c. of the one part, and G. C. of, &c. of the other part. Whereas by indenture of mortgage, &c. (*Recital of a mortgage of the premisses by demise to H. J. for 500 years, in consideration of 800 l. See Title Recitals*): And whereas the said intire principal sum of 800 l. together with a considerable arrear of interest remains due to the said H. J. and the said G. C. for the supplying the present occasions of the said J. W. hath agreed to advance and lend to him the sum of 600 l. on the security of the same manor, &c. Now this Indenture witnesseth, that for and in consideration of, &c. the receipt, &c. and for divers, &c. He the said J. W. Doth hereby declare and agree, that the said manor, &c. and premisses

Declaration.

premises hereinafter mentioned to be thereby granted and demised, shall for and during the rest, residue and remainder of the said term of 500 years yet to come and unexpired, as well stand and be a security for the said sum of 600*l.* so advanced and paid to him the said *J. W.* by the said *G. C.* as aforesaid, with interest for the same at the rate of, &c. as for the said sum of 800*l.* so due to the said *H. J.* and the interest thereof: And this Indenture further witnesseth, that for and in consideration of the said sum of 600*l.* so paid to the said *J. W.* as aforesaid, he the said *J. W.* hath granted, bargained, sold, demised and to farm letten, and, &c. Doth, &c. unto the said *G. C.* his executors, &c. All, &c. To have and to hold, &c. Yielding, &c. (Add covenants as usual, with exception of the recited mortgage). In Witness, &c.

By Lease for Years, in pursuance of a Power reserved in a Settlement, which was before executed in part.

THIS Indenture, made, &c. Between *J. lord W.* of the one part and *J. F.* of ——— of the other part. Whereas in and by indenture, &c. (Reciting the settlement to the end of the uses) In which said indenture is contained a proviso in these or the like words, (to wit) *Provided, &c. to mortgage by deed for 300 years, or for any lesser term, upon trust to raise any sum not exceeding 4000*l.* as by, &c.* Now this Indenture witnesseth, that the said *J. lord W.* for and in consideration of the sum of 1000*l.* of, &c. in hand, &c. by the said *J. F.* at and before, &c. the receipt, &c. and for divers, &c. He the said *J. lord W.* by virtue of the said power, and all other powers enabling him in this behalf, and as fully as he may or can by law or equity, hath granted, leased, demised, let and to farm letten, and by this present indenture in writing, attested by three credible persons, whose names are hereon indorsed as witnesses hereunto, Doth grant, &c. unto the said *J. F.* his executors, &c. All, &c. and the reversion, &c. and all the estate, &c. power and equity of redemption of the said *J. lord W.* in and to the same; To have and to hold the said, &c. unto the said *J. F.* his executors, &c. from henceforth, for and during and unto the full end and term of 290 years, fully to be compleated and ended; Yielding and paying therefore yearly and every year during the said term unto the said *J.* his heirs and assigns, the rent of one pepper-corn only, if the same shall be lawfully demanded: *Provided, &c. (the proviso of redemption)* and, &c. (Covenant to pay the money, that notwithstanding any act, &c. (except, &c.) the mortgagor has power to grant, that after default of payment the mortgagee shall enter and enjoy, (except, &c.) free from incumbrances, (Except mortgage by lease for 200 years for securing 1000*l.* and interest, assigned by order of chancery by the said *J. lord W.* to *P. N.* and *V. W.* for securing a sum of money and interest, in trust for, &c. pursuant to a decree, and that the mortgagor will keep down the interest of the said sum, so as it do not prejudice the security to *J. F.* for further assurance): And lastly, the said *J. F.* for himself, his executors, &c. doth covenant, &c. to and with the said *J. lord W.* his heirs, &c. by these presents, that until there shall be a failure in payment of the said sum of ———

— or some part thereof, contrary to the true intent and meaning of the above written proviso or covenant, it shall and may be lawful to and for the said J. lord W. his heirs and assigns, to receive the rents, issues and profits of the said, &c. to his and their use and uses, without any account to be had or given for the same (a) *In Wines, &c.*

Another, in pursuance of the Power in a Settlement, wherein was a Covenant to suffer a Common Recovery.

THIS Indenture, made, &c. Between H. B. of, &c. and D. his wife, (which said D. is the only daughter and heir of H. M. late deceased) of the one part, and J. M. of, &c. of the other part. Whereas, &c. (*Recital of the settlement, with a covenant to suffer a recovery to the end of the uses*) In which said indenture of release is also contained a proviso in these words, or to the effect following, (that is to say) *Provided, &c. (Proviso or power to mortgage the premises): And whereas a common recovery was suffered, according to and in pursuance of the covenant or agreement for that purpose contained in the said indenture of release herein before recited: And whereas the said J. M. hath agreed to lend and advance the sum of ——— principal money, unto the said H. B. and D. his wife, in part of the sum of ——— which, in and by the before recited proviso, they the said H. B. and D. his wife have power to raise and borrow on the security of the premises: Now this Indenture witnesseth, that for and in consideration of the said sum of ——— of, &c. to the said H. B. and D. his wife, in and by the receipt, &c. They the said H. B. and D. his wife, according to and in pursuance of the power to them limited in and by the said recited indenture quadripartite of release, bearing date, &c. and the recovery suffered in pursuance thereof, Have by this deed, writing and indenture, under both their hands and seals, by both of them the said H. B. and D. his wife, executed before and attested by three credible witnesses, granted, demised, limited and appointed, and by, &c. Do, each of them Doth grant, &c. unto the said J. M. his executors, administrators, assigns, heirs, assigns, &c. To have and to hold the said, &c. and all and singular premises herein and hereby granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said J. M. his, &c. from the day of the date of these presents, for and unto the full end and term of 1000 years, from thenceforth ensuing and fully to be compleat and ended; *Tielding and paying* before yearly and every year during the said term hereby limited, unto*

(a) Note; the power was executed in part before this mortgage, otherwise the mortgage ought to have covenanted, that the said recited power is in full force, and not executed before the execution of these presents, and that the same is not revoked or extinguished.

the said *H. B.* and *D.* his wife, their heirs and assigns, the rent of one pepper-corn only, at the feast of — (if the same shall be lawfully demanded) *Provided always, &c.* (that if *H. B.* and *D.* his wife, or other person seised, pursuant to the limitations in the recited settlement pay, these presents to be void; vide *Tit. Provisio.*) *And, &c.* (Covenant to pay the mortgage money; good right; in case of default of payment, the mortgagee to enter and enjoy, free from incumbrances; for further assurance in case of such default, and until default the mortgagors to enjoy. *Vid. Tit. Covenants.*) *In Witness, &c.*

For further Security, there having only been a Bond given for the Repayment of Money borrowed.

THIS Indenture, &c. Between, &c. Whereas the said *W. G.* the father, and *W. G.* the son, have taken up and borrowed of the said *F. L.* and *J. F.* the sum of 2000 *l.* of, &c. and for securing the repayment thereof with interest after the rate of 5 *l.* per cent. per ann by their bond or writing obligatory, bearing equal date herewith, stand bound to the said *F. L.* and *J. F.* in the penal sum of 4000 *l.* conditioned for the payment of 2000 *l.* as therein is mentioned: Now the Indenture witnesseth, that for securing the said sum of 2000 *l.* and interest, and in consideration of 5 *s.* a-piece, &c. (as in other mortgages)

Security by Indorsement, from the three Executors of an Executor and an Administrator for a further Sum due on Account stated upon a Mortgage made by the Intestate.

WHEREAS the within *J. G.* died intestate, and administration of all his goods, chattels, rights and credits, was duly granted unto *A. J.* his widow and relict: *And whereas* the said *A. J.* is since dead, having first made her last will and testament in writing, and thereof made her daughter *S. J. M. J.* and *E. D.* wife of *A. D.* executors, who have since duly proved the same in the prerogative court of *Canterbury*, and taken upon him the burthen and execution thereof: *And whereas* administration of all and singular the goods and chattels, rights and credits of the said *J. G.* deceased, unadministered by the said *A. J.* hath been also duly granted to the said *S. J. M. J.* and *E. D.* *And whereas* the within named *J. B.* is dead, having first made his last will in writing, and thereof *J. F. S. C.* and *F. B.* joint executors, who duly proved the same, but the said *J. F.* was the only acting executrix thereof: *And whereas* the said *J. F. S. C.* and *F. B.* are since dead, and letters of administration with the will annexed of the said *J. B.* have been duly granted to *C. D.* of, &c. *And whereas* the said *S. J. M. J.* and *A. D.* and *E.* his wife, have this day settled account

with the said *C. D.* touching all monies received by the said *S. F. S. C.* and *F. B.* and *C. D.* or any of them, or by any other person or persons for their or any of their use, for or on account of the principal monies and interest due on the within mentioned mortgaged premisses, by the perception of the rents thereof, or otherwise, as also for and concerning divers sums of money paid, advanced and disbursed by the said *S. F. S. C.* and *F. B.* and *C. D.* for and on account of the within mentioned mortgaged premisses, whereby it does appear that the sum of 512*l.* in the proviso within written mentioned, is still wholly due and unpaid to the said *C. D.* and also that there has been advanced and paid for and on account of the within mortgaged premisses, the further sum of 174*l.* 8*s.* Now these Presents witness, that the said *S. J. M. J. A. D.* and *E.* his wife, for the consideration aforesaid, do for themselves severally, and for their several heirs, executors and administrators, covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns, that the within mentioned to be assigned premisses, and every part and parcel thereof, shall be liable to and chargeable with the payment as well of the within mentioned sum of 512*l.* and interest thereof, as of the aforesaid sum of 174*l.* 8*s.* advanced and paid as aforesaid, together with lawful interest for the same; and that they the said *S. J. M. J. A. D.* and *E.* his wife, their executors and administrators or any of them, shall not, nor will redeem or cause to be redeemed the within mentioned to be assigned premisses, or any part thereof, without payment as well of the said sum of 512*l.* within mentioned to be secured, and the interest thereof, as also of the said sum of 174*l.* 8*s.* and the interest thereof; And the said *S. J.* and *M. J.* for themselves severally and respectively, and not the one for the other of them, and for their several and respective heirs, executors and administrators, and the said *A. D.* for himself and the said *E.* his wife, and his heirs, executors and administrators do further covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns, that they the said *S. J. M. J. A. D.* and *E.* his wife, their executors and administrators, or some of them, shall and will well and truly pay or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the said two several sums of 512*l.* and 174*l.* 8*s.* together with the lawful interest for the same, on the 20th day of July next ensuing the date of these presents. *In Witness, &c.*

A farther Charge of Lands mortgaged (the Mortgagor and Mortgagee being both dead) for Money borrowed by the Heir of the Mortgagor or the Heir and Devisee of the Mortgagee.

By Indorsement on the Mortgage.

Recitals.

Mortgagor's death, &c.

Mortgagee's death and will.

Mortgage money to be laid out in a purchase, &c.

Interest paid.

More money borrowed.

Covenant that the premises mortgaged shall be chargeable with the whole sum:

Proviso and covenant that on payment of principal and interest, the

TO all, &c. *Whereas* the above named *G. L.* is departed this life whereby *B. L.* esq; eldest son and heir and also executor of the said *G. L.* is become legally intitled to the equity of redemption of the within mentioned mortgaged premises; *And whereas* the above named *D. E.* is also dead, having in his life-time made his last will and testament, dated, &c. and therein reciting, that there was due to him from *M. L.* the principal sum of 2500*l.* secured by a mortgage for his share and interest in — did by his said will direct, that as soon as a convenient purchase could be found or had, his executors therein after named should, with the approbation of his second son, now earl of — lay out the said sum of 2500*l.* owing to him from the said *M. L.* in the purchase of lands, tenements or hereditaments to be conveyed to the several uses thereafter mentioned: and the said testator's further will and meaning was, that until such purchase should be made as aforesaid his executors and the survivor of them, and the executors or administrators of such survivor, should in the mean time permit his said son *C.* now — to receive to his own use the interest of the said 2500*l.* owing to the said testator from the said *M. L.* as by the said in part recited will, relation, &c. *And whereas* no convenient purchase has yet been found: *And whereas* all interest due for the said sum of 2500*l.* to the day of the date hereof, is paid off and discharged by the said *B. L.* *And whereas* the said *B. L.* hath this day taken up and borrowed of the said earl of — the further sum of 500*l.* of &c. (which together with the before mentioned sum of 2500*l.* amounts in the whole to the sum of 3000*l.* principal money) the receipt whereof the said *B. L.* doth, &c. *Now know ye*, that for the consideration aforesaid, he the said *B. L.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said earl of — his heirs, executors, administrators and assigns, by these presents, that all and every the premises in the within written indenture mentioned, and thereby granted and released, shall from henceforth stand charged and be chargeable, and be a security for the payment of the sum of 3000*l.* and interest; and that the within mentioned mortgaged premises shall not be redeemed or redeemable until the said sum of 3000*l.* and all interest to grow due for the same, shall be fully paid and satisfied: *Provided* always, &c. *And* the said earl of — for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *B. L.* his heirs, executors, administrators and assigns, by these presents, that if the said *B. L.* his heirs, executors or administrators

or any of them, shall and do well and truly pay or cause to be paid unto the said earl of — his executors, administrators or assigns, the said sum of 500 *l.* part of the said sum of 3000 *l.* together with interest for the whole principal sum of 3000 *l.* after the rate of 5 *l.* per cent. per ann. and also shall and do well and truly pay or cause to be paid the said sum of 2500 *l.* remainder of the said premised sum of 3000 *l.* to the several persons, in and by the said in part recited will of the said earl of — intituled to receive the same on — next ensuing the date of these presents, without any deduction, &c. that then he the said earl of — his heirs, executors or administrators, shall and will at the request, costs and charges, of the said *B. L.* his heirs, executors, administrators and assigns, convey the within mentioned premises to the said *B. L.* his heirs, executors, administrators or assigns, or to such person or persons as he or they shall direct or appoint: And the said *B. L.* for himself, his heirs, executors and administrators doth covenant, promise and grant, to and with the said earl of — his heirs, executors, administrators and assigns, by these presents, that they, and in such case the said *B. L.* his heirs, executors, administrators or assigns, shall and will well and truly pay the sum of 3000 *l.* with interest for the same after the rate of 5 per cent. per ann. in manner afore said according to the true intent and meaning of the above written proviso. *In Witness, &c.*

mortgages shall convey the premises to the heir of the mortgagor.

Heir of the mortgagor covenants to pay the mortgage money, &c.

A further Charge from Plaintiffs in a Cause, to secure to the Solicitor all Monies for carrying on the Cause, &c.

AND Whereas the above named *J. S.* as the sole executor of the above named *J. S.* did as of *T.* term now last past exhibit his bill in the high court of chancery as plaintiff against them the said *J. M.* and *E.* his wife, and *G. B.* defendants, whereby, after setting forth (amongst other things) the herein above mentioned mortgage made from the said *J. S.* to the said *G. B.* of the said premises, and the transfer thereof from the said *G. B.* to the said *G. S.* for securing payment to him of the said sum of 221 *l.* 10 *s.* and interest, it is by the said bill (among other things) prayed, that the said *J. M.* and *E.* his wife, might pay to the said *J. S.* his principal, interest and cost, due on his said security at the time therein mentioned, or else that they should stand and be absolutely foreclosed of all equity and benefit of redemption, of, in and to the said premises, to which bill they the said *J. M.* and *E.* his wife have put in their answers, and also have brought a cross bill in the said court as plaintiffs against the said *J. S.* and others, as defendants, touching the transfer of the said mortgaged premises, and to give an account of the said *J. S.*'s personal estate, and other matters in the said bill contained; but not having money of their own to pay the charge and expence of defending and prosecuting the same, have applied to and requested the said *J. T.* to be their solicitor in the said causes, and to advance monies for managing and carrying on the same until a final determination thereof, (who at their special instance and request hath agreed so to do) and for securing repayment of all such sums of

As to a bill in a chancery, and prayer thereof.

As to application to Mr. T. to carry on the cause.

money

Letter of attorney
so to do.

Mortgaged premises charged
with payment
of monies for
carrying on
the cause.

money as shall be by him advanced and paid in managing and carrying on the said causes, and for his fees and expences in so doing, the said *J. T.* and *E.* his wife have agreed, that the said herein before released premises shall stand and be as a security for payment of the same to the said *J. T.* in such manner and subject as herein after is mentioned: *Now this Indenture further witnesseth*, that they the said *J. M.* and *E.* his wife, in pursuance of the said recited agreement, and for the purpose aforesaid, *Have*, and by these presents *Do*, and each of them *Doth* constitute, authorize and appoint, and in their place and stead depute and put the said *J. T.* their true and lawful attorney and solicitor, to defend and carry on the said causes in the said court of chancery touching the matters aforesaid, and to act, transact, execute, do and perform and every such acts and things as shall be necessary and requisite for the defending and carrying on the said causes, until the same shall be fully ended and determined, in such manner as he the said *J. T.* shall be advised, or in his discretion, from time to time, shall think necessary; and that they the said *J. M.* and *E.* his wife, do, and each of them do hereby give and grant unto the said *J. T.* and his assigns, their and each of their full, whole and absolute power in all and singular the same premises, and do, and each of them doth hereby allow, ratify, establish and confirm all and every such legal acts and things as he or they shall or cause to be done, by virtue of these presents, and the power hereby given; and for securing payment unto the said *J. T.* of all and every such sum and sums of money as shall be by him disbursed, paid and expended in defending and carrying on the said causes, and for his fees so doing, *They* the said *J. M.* and *E.* his wife, (by and with the consent and approbation of the said *B. G.* testified by his executing of the presents) *Do* and each of them *Doth* by these presents charge, and make chargeable and liable the said messuage or tenement, lands, hereditaments, and all and singular the hereby granted and released premises with their appurtenances, to and with the payment of the same (and *nevertheless* in the first place to and with the payment of all principal and interest monies hereby secured to the said *B. G.* his executors and assigns, in manner as aforesaid) and also to the payment of all principal interest monies and costs, as shall appear to be justly due and owing, by virtue of the herein before mentioned security: *And* the said *J. M.* himself, and for the said *E.* his wife, and for their respective heirs, executors and administrators, doth hereby covenant to and with the said *J. T.* his executors, administrators and assigns, in manner as followeth *viz.* That they the said *J. M.* and *E.* his wife, or one of them, or one of their executors or administrators, shall and will well and truly pay or cause to be paid unto the said *J. T.* his executors or assigns, such sum and sums of money as shall be by him and them disbursed, paid and expended, for the defending and carrying on the aforesaid causes together with all his fees and charges in so doing, and that the said hereby released premises shall not be redeemed or redeemable, either in law or in equity, until the full payment and satisfaction thereof be made. *And also* that they the said *J. M.* and *E.* his wife, or either of them, their or either of their executors, or administrators, shall not, without the consent of the said *J. T.* first had in writing for that purpose, revoke the above mentioned letter of attorney, nor release, discharge, discontinue, or do any other act whatsoever whereby to prevent, stop

hinder any proceedings whatsoever in the said causes, or either of them, until such time as he the said J. T. his executors and assigns, shall be fully paid and satisfied all his disbursements, charges, fees and expences touching his managing and carrying on the same in manner as aforesaid, according to the true intent and meaning of these presents.

A Mortgage to Trustees for 2100l. for securing the Money of an Infant put out by his Guardians who are the Trustees.

THIS Indenture, made, &c. Between Sir J. M. of, &c. of the one part, and R. M. of, &c. esq; and W. P. W. of, &c. esq; (surviving executors in trust of the last will and testament of Sir G. H. knight, &c. deceased) of the other part. Whereas by indentures of lease and release, the lease bearing date the 12th day of June in, &c. and made, or mentioned to be made between Sir J. M. of the first part, R. W. esq; and R. C. esq; of the second part, T. W. esq; and W. C. esq; of the third part, T. C. esq; and M. F. esq; of the fourth part, and dame P. M. (the now wife of the said Sir J. M. by her then name of P. W. daughter of Sir G. W. baronet deceased) and sister of the said T. and C. W. of the fifth part, reciting (among other things) that a marriage was agreed and intended to be had and solemnized between the said Sir J. M. and the said dame P. his now wife (then P. W.) in consideration of the said then intended marriage, and of the marriage-portion of the said dame P. and for other considerations therein mentioned, the said Sir J. M. did grant, release and convey unto the said R. W. and T. D. all those manors or lordships of W. D. To hold unto the said R. W. and T. D. and their heirs, To and for the several uses, intents and purposes, and under and subject to the several provisos, conditions and agreements therein after mentioned and expressed, viz. to the use of, &c. In Trust for the raising and paying the said portions and yearly maintenance to and for such younger and other child or children as afore is mentioned; so as and always provided, that the said sum and sums of money so to be charged and raised for the portions and maintenance of such younger and other child and children as aforesaid, or the term and terms of years to be limited and appointed for the raising thereof, do not in any manner affect, charge, take place or commence, in or upon the said manors and premisses in the said county of W. until after the decease of the said dame P. (then P. W.) And whereas soon after the making and executing the said in part recited indentures of lease and release of marriage settlement, the said marriage between the said Sir J. M. and the said D. P. his now wife, did take effect and was solemnized; And the said Sir J. M. has issue by the said D. P. his wife, two sons and two daughters (viz.) C. J. P. and C. M. And whereas the said Sir J. M. is about marrying the said P. his eldest daughter, unto J. H. of, &c. esq; And whereas in a cause depending in the high and honourable court of chancery, wherein the said Sir J. M. was plaintiff, and the said C. M. and J. M. sons of the said Sir J. M. by the said D. P. (being infants under the age of 21 years by J. M. of the parish

parish of St. *A. H.* in the county of *M.* esq; guardian) were defendants, it was declared by the right honourable the lord high chancellor of *Great Britain*, that the plaintiff, by virtue of the said settlement, had a power, and might in pursuance thereof make one or more mortgage or mortgages of the said settled premises, or any part thereof, for raising portions for his younger children, not exceeding in the whole the sum of 4000 *l.* but not to take place as to the said premises in *W.* of the said lady *M. P.* rent-charge of 500 *l. per ann.* settled on her for life as aforesaid; and his lordship did thereby order and decree, that the plaintiff Sir *J. M.* be at liberty as to the premises in the said county of *W.* so as it be without prejudice to the said rent-charge, so settled on the lady *P.* as aforesaid, or the arrears thereof, that may happen to be due at the time of her decease, to raise the said sum of 4000 *l.* or any part thereof, so as the same be applied to the portions of his younger children as aforesaid, and to no other purpose, at such time or times as he should think fit, by making one or more mortgage or mortgages of the premises, or any part thereof, with liberty to the mortgagee or mortgages to enter thereon, in default of payment of the principal or interest, at the day or days to be therein appointed, as is usual in mortgages; and it is thereby ordered and decreed, that when any mortgage or mortgages should be made for that purpose aforesaid, the plaintiff, his executors and administrators, do keep down the interest of the money which from time to time should grow due during his life, but the mortgagee or mortgagees of such premises as should be mortgaged, was and were (notwithstanding the said plaintiff was thereby decreed to keep down the interest of the mortgage, if he or they should think fit) to be at liberty to enter upon the said mortgaged premises, or any part thereof, in default of the plaintiff's payment either of the interest or of the principal if the mortgagee or mortgagees should think fit to permit the plaintiff to continue in possession of and to receive the profits thereof, such receipt of the profit was not to be deemed any exoneration of the premises so to be mortgaged as aforesaid. *And whereas* the said Sir *G. H.* by his last will and testament in writing, bearing date, &c. after several legacies thereby given, did (among other things) give the residue of his estate both real and personal unto his children begotten, and to be begotten on the body of dame *S.* his wife, equally to be divided (but his eldest son to have a double share); but for want of such issue, or in case of death before 21 years of age, or day of marriage without issue, then he gave the residue of his said estate to the said dame *S.* his wife and to his three daughters by his former wife, to be equally divided between them, and made the said dame *S.* his wife and *T. L.* esq; (both since deceased) and the said *R. M.* and *W. P. W.* executors of his said will: *And whereas* the said dame *S.* and *T. L.* did both depart this life in the lifetime of the said testator: *And whereas* the said Sir *G. H.* the testator did afterwards depart this life, leaving this issue by the said dame *S.* one son and one daughter, viz. *L. H.* and *S. H.* being infants under the age of 21 years; soon after which said decease of the said Sir *G. H.* the testator, the said *R. M.* and *W. P. W.* being the surviving executors of his said will, did prove the said will in the prerogative court of *C.* *And whereas* by a decree or decretal order made and pronounced in the said court of chancery the 9th day of *October*, in the 5th year of the reign, &c. in a cause there depending, wherein the said *L. H.* and *S. H.* (the infant

infant children of the said testator) by dame *M. L.* their *prochein amy* were plaintiffs, and *M. H.* (since deceased) *N. S.* and the said *R. M.* and *W. P. W.* and others were defendants, it was ordered and decreed by the said court (among other things) that the said dame *M. L.* and all the defendants in the said last mentioned cause should severally account before Mr. *M.* one of the masters of the said court, for all the estate of the said testator Sir *G. H.* and that as any money due on any of the securities belonging to the said Sir *G. H.*'s estate should be paid, the same should, from time to time, be brought before the said master, and by him placed out at interest on security, to be by him approved of, subject to the trust in the testator's will as by the said indentures of lease and release of marriage settlement, last will and testament, decrees or decreetal orders and other proceedings in the said court of chancery, relation being thereunto respectively had, may more fully appear: *And whereas* the said *S. H.* daughter of the said Sir *G. H.* by the said *D. S.* his wife, lately departed this life: *And whereas* the said Mr. *M.* with the consent and approbation of the said *R. M.* and *W. P. W.* and at the request and by the direction of the said Sir *G. H.* toward the portion of the said *P. M.* the eldest daughter of the said Sir *J. M.* by his said now wife dame *P. M.* *Now this Indenture further witnesseth*, that for and in consideration of the said sum of 2000*l.* of, &c. to the said Sir *J. M.* by *J. M.* esq; one of the masters of the said court of chancery, well and truly paid towards the portion of the said *P. M.* eldest daughter of the said Sir *J. M.* by the said *D. P.* his now wife, at or before the sealing and delivery of these presents, the receipt and payment whereof the said Sir *J. M.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said *J. M.* his heirs, executors and administrators, and every of them, by these presents, the said Sir *J. M.* by virtue and in pursuance of the said power reserved to him, and by virtue of the said proviso herein before mentioned to be contained in the said in part recited indenture of release of marriage settlement, and by virtue of all and every power and powers enabling him thereunto, and likewise in pursuance of the first herein before in part recited decree, *Hath*, by this indenture and writing under his hand and seal, in the presence of three credible witnesses, whose names are hereupon indorsed, charged, and by these presents doth absolutely charge *All* the said manors, &c. with the raising and payment of the said sum of 2000*l.* and the sum of 100*l.* for the interest thereof, of good, &c. unto the said *R. M.* and *W. P. W.* their executors, administrators and assigns, in manner as in the proviso or condition herein after contained is mentioned and expressed: *And this Indenture further witnesseth*, that for the considerations aforesaid, and in further pursuance of the said power reserved and given to him the said Sir *J. M.* and by virtue of the said proviso herein before mentioned to be contained in the said in part recited indenture of release of marriage settlement, and by virtue of all and every power and powers enabling him the said Sir *J. M.* hereunto, and in further pursuance of the first herein before in part recited decree, *He* the said Sir *J. M.* *Hath* limited, appointed and demised, and by these presents *Doth* limit, appoint and demise *All* the said manor, &c. unto the said *R. M.* and *W. P. W.* their executors, administrators and assigns; *To have and to hold* the said manor, &c. hereby limited and appointed, or mentioned or intended to be hereby

herby limited and appointed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *R. M.* and *W. P. W.* their executors, administrators and assigns, from henceforth, for and during, and unto the full end and term of 1000 years, without impeachment of or for any manner of waste: *Provided always*, and these presents are upon this expresse condition, that if the said Sir *J. M.* his heirs, executors, administrators or assigns, or any other person or persons that shall be intitled to the reversion, remainder and inheritance of the said manor and premises so limited and appointed for the said term of 1000 years as aforesaid, immediately expectant upon the same term, shall and do well and truly pay or cause to be paid unto the said *R. M.* and *W. P. W.* their executors, administrators or assigns, (at or in the common dining hall of *Gray's Inn* aforesaid) the full and just sum of 2100*l.* of lawful money of *Great Britain*, in manner following, (that is to say) the sum of 50*l.* part thereof on the — day of — next ensuing the day of the date of these presents, and the sum of 2050*l.* residue and in full payment and satisfaction of the said sum of 2100*l.* upon the — day of — which shall be in the year of our Lord 17— without making any abatement, deduction or defalcation out of the same, or any part thereof, for or in respect of any taxes, charges, payments or assessments already taxed, charged or assessed, or hereafter to be taxed, charged or assessed by any act or act of parliament made or to be made, or by any other power or authority whatsoever; *In Trust nevertheless* for the benefit of the said *L. H.* the infant, in manner as the same is bequeathed to him by his said late father's will: *Subject nevertheless* to the devises over upon such contingencies as in the said in part recited will of the Sir *G. H.* the testator are mentioned and expressed; that then these presents and the said term of 1000 years hereby limited and appointed as aforesaid, and every article, clause and thing herein contained, shall cease, determine and be utterly void and of none effect, to all intents and purposes whatsoever any thing in these presents contained to the contrary thereof in any wise notwithstanding; *And* the said Sir *J. M.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and grant, to and with the said *R. M.* and *W. P. W.* their executors, administrators and assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) that he the said Sir *J. M.* his heirs, executors, administrators or assigns, shall and will without any abatement, deduction or defalcation of any part thereof for or in respect of any taxes, charges, payments or assessments as aforesaid, well and truly pay, or cause to be paid unto the said *R. M.* and *W. P. W.* their executors, administrators or assigns, at the place of payment before mentioned, the said sum of 2100*l.* of, &c. in manner and form aforesaid, at or upon the several days herein before limited or appointed for the payment thereof; *And*, &c. good right, &c. to charge the said manors, &c. with the payment of the said sum of 2100*l.* and to limit and appoint the same manors, &c. unto the said *R. M.* and *W. P. W.* their executors, administrators and assigns, for and during the said term of 1000 years, in manner aforesaid; and according to the true intent and meaning of these presents, *And peaceable enjoyment until default, from &c. further assurance, &c. In Witness, &c.*

A Mortgage in Fee (of Part of an Infant's Money devised to her by Will) to two Trustees, in pursuance of a Decree in Chancery and of a Master's Report, with the Master's Approbation, &c.

THIS Indenture quadripartite, &c. Between *J. A.* of, &c. of the first part, *E. J.* of, &c. widow, sole executrix of the last will and testament of dame *R. M.* late of *L.* widow, her late mother deceased, of the second part; *R. L. B.* an infant (grand-daughter of the said dame *R. M.* deceased) of the third part; and Sir *W. J.* of, &c. knight, and *W. N.* of, &c. esq; of the fourth part. *Whereas* the said dame *R. M.* in and by her last will and testament in writing, bearing date on or about the 16th day of *December*, which was in the year, &c. declared she would have 10,000*l.* laid out in lands and settled on her grand-daughter *R. L. B.* of which she should till the age of 18 have no interest or benefit, but then the land made over to her in trust for the use of her and her children after her, and thereby desired the said Sir *W. J.* Mr. *L. B.* (father of the said *R. L. B.*) and whoever else her daughter *E.* should marry, to be trustees for the said *R. L. B.* and desired her daughter *E.* whom she made sole executrix and residuary legatee, to take care that the 10,000*l.* settled on the said *R. L. B.* should be so put into trustees' hands for her own proper use, that if she should have an ill husband, he might have no benefit from it, nor she be able to cut off the entail: *And whereas* afterwards (*viz.*) in or about the month of *January*, which was in the year, &c. the said dame *R. M.* departed this life without having revoked or altered the said will; after whose death the said *E. J.* duly proved the said will in the prerogative court of *Canterbury*, and took upon her the burthen and execution of the said will, as in and by the probate thereof, under seal of the said prerogative court, relation, &c. *And whereas* the said *E. J.* possessed herself of all the personal estate of the said dame *R. M.* more than sufficient to pay all her debts, legacies and funeral expences: *And whereas* the said *R. L. B.* on or about the second day of *December* last past before the date of these presents, attained her said age of 18 years: *And whereas* the said Mr. *L. B.* and *J. J.* esq; who had married the said *E.* the daughter of the said dame *R. M.* (two of the trustees intended by the said will of the said dame *R. M.* for the purposes aforesaid) are both since dead; and the said Sir *W. J.* was unwilling to act in the said trust without the decree of the high court of chancery to indemnify him for so doing: *And whereas* by a decree or decretal order of the said court of chancery, made by the right honourable the Master of the Rolls the 17th day of *February* last past before the date of these presents, in a certain cause then and there depending between the said *R. L. B.* by *F. L. B.* her next friend, plaintiff, the said *E. J.* and Sir *W. J.* defendants, it was ordered and decreed, that the said defendant Mr. *J.* should lay out the said sum of 10,000*l.* in a purchase of lands to be approved by Mr. *S.* one of the masters of the said court of chancery; and that any of the said parties should be at liberty to propose proper purchases

Recitals, viz.

As to the will whereby the 10,000*l.* is given to the infant.

Trusts thereof.

As to testatrix's death.

Her executrix's proving the will.

As to infant's present age.

As to two of trustees' death.

As to decree in chancery, whereby lands to be purchased and settled.

Uses, &c.

Until purchase made, monies to be put out at interest.

The interest to be paid according to the use and settlement.

As to the lending part of the monies.

As to the master's report thereon.

Considerations.

Master's approbation.

Grant.

Lease for years.

purchases before the said master; and it being proposed that the said *W. N.* should be added a trustee to the said defendant *Sir W. J.* it was ordered and decreed that the lands when purchased should be conveyed to the said *Sir W. J.* and *W. N.* and their heirs in trust, to permit the plaintiff the said *R. L. B.* to receive the rents and profits thereof to her own separate use during her life, with remainder to trustees to preserve contingent remainders; remainder to the first and other sons on the body of the plaintiff the said *R. L. B.* lawfully to be begotten in tail male, with remainder to them in tail; and in default of such issues, then to the daughter and daughters on the body of plaintiff, the said *R. L. B.* lawfully to be begotten in tail, the daughters, if more than one, to take as tenants in common and not as jointenants, with cross remainders amongst the daughters; remainder in fee to the defendant *E. J.* and until such purchase of lands should be found wherein to invest the said 10,000 *l.* the said sum of 10,000 *l.* was to be placed out at interest on government or other good securities, with the approbation of the said master, in the names of the said defendant *Sir W. J.* and of the said *W. N.* and the interest thereof, as the same should become due, to be from time to time paid to the several person and persons as would be intitled to the rents and profits of the said lands, in case the same were purchased and settled as aforesaid; and the said *Sir W. J.* and *W. N.* are to declare the trusts thereof accordingly, as in and by the said decree or decretal order, remaining as of record in the said high court of chancery (relation being thereunto had) may, amongst other things, appear: *And whereas* it hath been proposed, that until the said sum of 10,000 *l.* can be laid out in the purchase of lands, to be settled as aforesaid, that the sum of 3500 *l.* part thereof, may be placed out at interest, on security of the messuages, lands, tenements and hereditaments herein after mentioned: *And whereas* the said *Mr. S.* by his report bearing date the second of this instant, and made in the said cause, did certify that a proposal had been made by the said *W. N.* that the sum of 3500 *l.* part of the said sum of 10,000 *l.* should be placed out at interest upon the security of the lands, tenements and hereditaments herein after mentioned, until the same could be vested in the purchase of lands, and that he did approve thereof, and did direct the said *E. J.* to place out the said sum of 3500 *l.* accordingly, upon the said security, as in and by the said master's report, remaining as of record in the said court of chancery, relation being thereunto had, may appear: *Now this Indenture further witnesseth*, that for and in consideration of the said sum of 3500 *l.* of, &c. to the said *J. A.* in hand well and truly paid by the said *E. J.* at or before the enfealing and delivery of these presents, (*In pursuance of the said order and report, and with the approbation of the said master, testified by his signing his approbation in the margin of these presents*) the receipt of which said sum of 3500 *l.* he the said *J. A.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said *E. J.* her executors and administrators for ever, by these presents; and also for and in consideration of the sum of 10 *s.* of like lawful money to the said *J. A.* in hand likewise paid by the said *Sir W. J.* and *W. N.* the receipt whereof is hereby acknowledged, he the said *J. A.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth, &c. unto the said *Sir W. J.* and *W. N.* (in their actual possession, &c.) *All* the scite and capital messuage

messuage or mansion-house of the manor, &c. and the reversion, &c. remainder, yearly and other rents, issues, services, and profits of all and singular the said premises, and every part and parts thereof, with their and every of their appurtenances, and all the estate, right, title, interest, trust, property, claim and demand whatsoever of him the said J. A. of, in and to the same premises, every or any part or parcel thereof; *To have and to hold* the said messuages, &c. and all and singular other the premises hereby released, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said Sir W. J. and W. N. their heirs and assigns, to the only proper use and behoof of the said Sir W. J. and W. N. their heirs and assigns for ever: *Provided always*, and these presents are upon this express condition nevertheless, that if the said J. A. his heirs, executors, administrators or assigns, or any of them, do and shall well truly pay or cause to be paid unto the said Sir W. J. and W. N. their executors, administrators or assigns, or any of them, (*upon the trusts for the benefit of the said R. L. B. above mentioned and declared in and by the last will and testament of the said dame R. M. of and concerning the said sum of 10,000 l.*) the full and whole sum of 3640 l. of lawful money of Great Britain, in manner and form following, *viz.* 70 l. part thereof, on the 10th day of December now next ensuing the date hereof, and 3570 l. residue and in full thereof, on the 10th day of June then next following, and which shall be in the year of our Lord 17—, without fraud or further delay, and without any deduction, defalcation or abatement out of the same, upon account of any taxes, assessments, impositions or other matter or thing whatsoever already imposed or hereafter to be imposed by authority of parliament or otherwise howsoever; then this present indenture to cease, determine and be void; any thing herein before contained to the contrary thereof in any wise notwithstanding.

Parcels.

Habendum.

Proviso.

A Demise of an Estate in Reversion from a Duke and his Trustee for 1000 Years, to the Mother of an Infant, for securing to him 10,000 l. and Interest, in pursuance of a Decree in Chancery.

THIS Indenture, made, &c. Between the most noble J. duke of M. and the right honourable J. earl of W. of the one part, and E. D. of, &c. (widow, relict and administratrix of the goods, chattels, rights and credits of her late husband R. D. late of, &c. deceased) of the other part. *Whereas* by a decree or decretal order made and pronounced in the high court of chancery on the 7th day of March last past, in a certain cause there depending between R. A. widow, plaintiff, and the said E. D. and W. D. (an infant by his guardian T. J.) *et al* defendants, and also in certain cross causes therein mentioned, in one whereof the said E. D. was plaintiff, and the said R. A. and others were defendants, and the other between the said W. D. (by his guardian) plaintiff, and the said E. D. *et al* defendants, whereby (after reciting and setting forth as therein mentioned,) *It was (inter alia)* ordered and decreed,

Recitals, *viz.*

As to a cause touching the infant's money.

decreed, that the personal estate late of the said *R. D.* (after his debts paid) and also the surplus of the estate of *W. R.* merchant, deceased, in the said decree named, to whom the said *R. D.* was executor and legatee thereof, as in the said decree mentioned) should be put out at interest on good government or other securities, to be approved of by *J. B. esq.* (one of the masters of the said court) to whom the said causes stood referred; as therein also mentioned, in the name of the said *E. D.* for the benefit of the plaintiff the said *W. D.* the infant; and that the said *E. D.* should declare the trust thereof, subject to the order of the said court; and that when the said plaintiff *W. D.* should attain to his age of 21 years, he was to be at liberty to apply to the said court for what was coming to him, and then the same was to be transferred to him accordingly; *And whereas* *E.* dutchess dowager of *M.* is seised of an estate for her life, of and in the manors, messuages, farms, lands, tenements, tithes and hereditaments herein after mentioned; and he the said *J. D.* of *M.* and *J.* earl of *W.* as his trustee, are seised in fee of the reversion and inheritance of the said manors and premises: *And whereas* as the said master, by his report made in the said cause the second day of this instant *June*, hath certified, that the surplus of the said testator's personal estate (after all his debts and legacies paid) amounts to the sum of —: *And whereas* the sum of — being the surplus of the testator *W. R.*'s personal estate, is in pursuance of the said decree to be put out at interest upon good securities in the name of the said *E. D.* in trust and for the benefit of the said *W. D.* as aforesaid; and the said duke having occasion to borrow the sum of 10,000*l.* It is agreed, that the same shall be advanced and paid to him out of the said sum of — and he the said duke hath proposed and agreed, that the said manors, &c. herein after mentioned (subject nevertheless to the said estate for life of her the said dutchess dowager therein) shall be demised to the said *E. D.* as a security for re-payment thereof, with interest for the same, in such manner as herein after is mentioned: *And whereas* the said Mr. *B.* the master, by his certificate bearing date the day next before the day of the date hereof, hath allowed the manors, hereditaments and premises, hereby intended to be demised, as and for a good and sufficient security for the payment of the said sum of 10,000*l.* and interest; and that the said 10,000*l.* in pursuance of the said decree should be put and placed out in the name of the said *E. D.* in trust; and for the only use and benefit of the said *W. D.* in manner as therein mentioned, as by the said certificate duly filed may appear: *And whereas* the said *E. D.* by her deed poll, bearing even date with, and intended to be executed immediately after these presents, (reciting as therein is recited) hath in pursuance of the said decree acknowledged and declared, that the said sum of 10,000*l.* and the security therein recited for payment of the same and the interest thereof, was and is in trust and for the only use and benefit of the said *W. D.* her son, as in and by the said deed poll now deposited, or so intended, in the hands of the said master, may more fully appear: *Now this Indenture witnesseth*, that in pursuance of and in obedience to the said recited decree, and for and in consideration of the sum of 10,000*l.* of good and lawful money of Great Britain, to the said *J. D.* of *M.* in hand well and truly paid by the said *E. D.* at or before the executing of these presents, (being in part of the said sum of — so reported due and to belong to the said *W. D.* the in-

And she to give a declaration of trust, &c.

As to the dutchess dowager's estate.

As to the master's report.

As to 10000*l.* thereof, being lent to the duke, and his agreement to demise his reversion.

As to the master's allowance.

As to the mother's deed acknowledging the trust, and deposited in the master's hands.

Consideration.

first as aforesaid) the receipt of which sum of 10000*l.* he the said duke
 doth hereby acknowledge, and thereof *£s.* and also for and in confide-
 ration of the sum of 10*s.* of like, *£s.* to the said *J. E. of W.* in hand
 also paid by the said *E. D.* at or before the executing of these presents,
 the receipt whereof is by him hereby also acknowledged, he the said *J.*
 duke of *M.* and (by his direction and appointment, testified by his be-
 coming a party to and executing of these presents) also the said *J. earl of W.*
W. Have, and each of them *Have* granted, demised, bargained and sold, *Demise.*
 and by these presents they, the said *J. duke of M.* and *J. earl of W.*
 and each of them *Doth* grant, *£s.* unto the said *E. D.* her executors,
£s. All those the manors of, *£s.* except, *£s.* and the reversion, *£s.* *Premissa.*
 and all the estate, *£s.* of the mortgagor and his trustee, *£s.* *To hold* *Habendum.*
 the said manors, *£s.* (except as before excepted) her executors, *£s.*
 from the day next before the day of the date of these presents, for and
 during and unto the full end and term of 1000 years from thence next
 ensuing, without impeachment of or for any manner of waste, (*Subjea*
nevertheless to the estate for life of her the said *E. dutchess dowager of*
M. therein as aforesaid,) and fully to be complete and ended, in trust
nevertheless to and for the only use and benefit of the said *W. D.* the in-
 fant, his executors, administrators and assigns; *Yielding and paying* there-
 fore yearly, during the said term of 1000 years, the rent of one pep-
 per-corn only, if the same shall be lawfully demanded. *Provided al-* *Proviso.*
ways, and these presents are upon this condition nevertheless, that if the
 said *J. duke of M.* his heirs, executors or administrators, or any of
 them, shall and do well and truly pay or cause to be paid unto the said
E. D. her executors, administrators or assigns, (in trust nevertheless for
 the said *W. D.* as aforesaid) at or in, *£s.* the full sum of 10000*l.* of
£s. in manner as follows, *viz.* the sum of — part thereof, on the
 — day of — without any deduction, *£s.* then to be void, *£s.*
Covenants from the duke, *To pay the money; that he and his trustees*
have good right to demise premisses cum pertinentiis unto the said E. D.
her executors, &c. for the said term of 1000 years, in manner as afore-
said, (subjea nevertheless to the said estate for life of her the said dutchess
dowager of M. therein as aforesaid); and further, that in case default
*shall be made in payment of the said sum of 10000*l.* or any part thereof,*
contrary, &c. it shall and may be lawful for the said E. D. her executors,
from and after the death of the said dutchess dowager of M. to enter,
in trust nevertheless to and for the only use and benefit of the said W.
the infant, his executors, &c. without any let, &c. and free from in-
conveniences, &c. (And moreover that in case default shall be made in pay-
*ment of the said sum of 10000*l.* or any part thereof, contrary to the*
aid proviso and covenant for payment thereof, that then and in such case
by the said J. duke of M. and J. earl of W. and their respective heirs,
and all and every other person and persons whatsoever, any estate, right,
title, or interest, having or lawfully claiming of, in or to the said here-
unto granted and demised manors, &c. or any part thereof, (other than
except the said dutchess dowager of M. for or in respect of her es-
tate for life therein as aforesaid,) shall and will from time to time and at
times then after, at and upon the reasonable request of the said E.
her executors, &c. (but at the proper costs and charges of the said
duke of M. his heirs and assigns) make, &c. or cause or procure to
 be

Further assur-
ance.

be made, &c. all and every such further and other lawful and reasonable act and acts, &c. be the same by fine, recovery, or otherwise howsoever, as well for the further, better, more perfect and absolute assigning of all and singular the said hereby demised manors, &c. cum pertinentiis, unto the said E. D. her executors, &c. for and during all the then rest and residue of the said term of 1000 years, as also for the conveying and assuring of the fee-simple and inheritance of the same premises, unto and to the use of, or in trust for the said E. D. her heirs and assigns, nevertheless in trust and for the only use and benefit of the said W. D. as aforesaid, as by, &c. (*A declaration that the said duke shall enjoy, &c. Subject to the dutchess's estate for life, &c.*) In Witness, &c.

A Mortgage of Tolls and Duties settled by Act of Parliament upon Highways, &c.

THIS Indenture Tripartite, &c. Between Sir J. C. (et al^o, 1^o other persons) trustees named in an act of parliament made and passed in the tenth year of his present majesty's reign, (intituled an act for repairing the roads from H. bridge hill to the town of B. and also the roads from H. bridge hill aforesaid, to the town of O. in the county of S.) of the first part, J. C. of, &c. of the second part, and T. W. of, &c. of the third part. Whereas sundry tolls and duties are granted and monies thereby to be collected for the repairing and keeping in repair the said roads, according to the said act of parliament, in manner therein mentioned, and by the said act it is mentioned, that the said money so to be collected after the passing the said act, and the reasonable charges expended or to be expended in, about or by reason of passing the same, by receipt of the said tolls and duties, will not at present be sufficient for the speedy repair of the said roads; it is thereby therefore further enacted by the authority aforesaid, that the said trustees, or any fifteen or more of them, shall and may and are thereby impowered from time to time, by writing under their hands and seals, to assign over the said tolls or duties thereby granted, or any part thereof, (the costs and charges whereof to be borne and paid out of such tolls and duties) for any time or term for which the same is thereby directed to be paid, or for any part of such time or term, as a security for any sum or sums of money by them to be borrowed for that purpose, to such person or persons, or their trustees, as should advance the same, to secure the payment thereof, with such interest as the said trustees, or any fifteen or more of them, should think fit to give, not exceeding the rate of 4^l per cent per ann which said money, when so borrowed, shall, after payment of the expences of obtaining that act, be so applied and disposed of, as the said tolls and duties are to be applied and disposed of by virtue thereof, and to no other use or purpose whatsoever: And whereas pursuant to the said act of parliament, a great number of the said trustees, upwards of fifty, did meet together at the sign of, &c. in the said town of B. on the, &c. and then did unanimously choose the said T. W. to

W. to be their treasurer and receiver, and also chose other officers, and then did agree to borrow and take up at interest the sum of 1200*l.* and to pay interest after the rate of 4*l.* in the hundred by the year for the same, which the said *J. C.* hath agreed to advance and lend on the credit of the said act of parliament: *Now this Indenture witnesseth*, that for and in consideration of the sum of 1200*l.* in hand paid by the said *J. C.* to the said *T. W.* in order and upon trust to pay and satisfy the reasonable charges expended or to be expended about or by reason of passing the said act of parliament and of these presents, in trust to apply the residue of the said sum of 1200*l.* in the speedy repairs of the said highways, the receipt of which said sum of 1200*l.* the said *T. W.* doth hereby acknowledge, and thereof, &c. and in consideration of 1*s.* a-piece to them the said Sir *J. C. et al^s*, in hand likewise paid by the said *J. C.* the receipt, &c. they the said Sir *J. C. et al^s*, Have assigned, transferred and set over, and by these presents Do assign, transfer and set over unto the said *J. C.* his executors, administrators and assigns, All and every the duties and tolls granted or made payable by the said act of parliament, with all the ways, means, powers and authorities, for the collecting, raising and gathering in the same; To have, hold, perceive and take the same to his and their own use, during the residue of the term of 21 years, granted in and by the said act of parliament now to come and unexpired; *Provided always*, and upon this condition nevertheless, that if the said trustees, appointed or to be appointed by the said act of parliament, for the time being, or any of them, or the receiver or treasurer of the said trustees for the time being, do and shall well and truly pay or cause to be paid to the said *J. C.* his executors, administrators or assigns, the full and just sum of 1248*l.* of lawful money of Great Britain, in manner following; that is to say, 24*l.* part thereof on the eighth day of January next ensuing the date of these presents, and the further sum of 1224*l.* residue thereof upon the eighth day of July, which shall be in the year of our Lord 17—, without any defalcation or abatement out of the same, or any part thereof, when this assignment and transfer, and the powers and authorities hereby assigned and transferred to the said *J. C.* shall cease, determine and be of no effect. And it is hereby declared and agreed by and between all the parties to these presents, that until default shall be made in the payment of the said 1248*l.* or some part thereof, contrary to the proviso herein before contained, that it shall and may be lawful to and for the said trustees, appointed or to be appointed under the said act of parliament, their treasurer, receiver, or other their agents, to receive and take the duties and tolls granted as aforesaid, and to manage the same in manner by the said act of parliament appointed, and apply the same to the uses, intents and purposes, in and by the said act expressed, directed and appointed. *In Witness, &c.*

A double Mortgage from two Co-heirs and their Husbands, of several Parts and for several Sums, with a Covenant for levying a Fine, and Uses whereof respectively declared for 500 and 600 Years.

Recitals, viz.
the decree.

THIS Indenture Tripartite, &c. Between R. T. of, &c. and his wife, (one of the six daughters and co-heirs of S. B. and his wife, both deceased) of the first part, J. B. of, &c. upholder, and L. his wife, (one of the six daughters and co-heirs of the said S. and F. his wife) of the second part, and G. J. of, &c. gent. of the third part. *Whereas*, by a decree or decretal order made and pronounced in the high court of chancery at the rolls, on the fourth day of March, which was in the second year, &c. in a certain cause then and there now depending, wherein H. B. and E. his wife, A. W. widow and T. P. and J. his wife, were plaintiffs, and J. B. (since deceased) and F. his wife, the said L. B. then L. H. widow, the said M. T. the M. B. spinster, an infant, by the said J. B. her guardian, and J. et al^s, defendants, whereby, after reciting or setting forth as there mentioned, *it was* (amongst other things) ordered and decreed that the commission should issue out of the said court to divide the premises question therein mentioned, into six parts; and that the said plaintiffs and defendants, the six children and co heirs of the said F. B. were respectively to name commissioners for that purpose; and the said commissioners, so named, were to divide the said premises into six parts and to allot to each of the said co heirs a sixth part thereof; and the said plaintiffs and defendants, the co heirs and their heirs were to have and enjoy their respective sixth part, according to the allotment made thereof to them by the said commissioners; and it was thereby further ordered, that it should be referred to Mr. K. one of the masters of the said court, to take an account of what was due to the said defendant for principal money, interest and costs, by virtue of a mortgage there recited to be made from the said F. B. deceased, to the said J. T. four messuages or tenements therein mentioned (being part of the said premises) for securing payment to him of the sum of 1000*l.* and interest, and that the same was to be paid to him by the said co-heirs in equal proportions, at such time and place as the said master should appoint, and thereupon the said defendant T. was to re-convey the said mortgaged premises to such person as the said co-heir should appoint and in such manner as in the said decree is expressed: *And whereas* the said master in pursuance of the said decree, by his report dated — (after setting forth as therein mentioned) did thereby certify, that there was then due to the said defendant T. for principal monies, interests and costs, by virtue of his said mortgage, the sum of 1009*l.* *And whereas* by indentures of lease and releafe, bearing date respectively the 30th November, &c. the release being tripartite, and made between the said J. T. of the first part, the said H. B. and E. his wife, A. W. T. P. and J.

Master's report what due to Mr. T.

Mr. T.'s transfer to M. W.

J. his wife, J. B. and F. his wife, L. H. and M. B. of the second part, and E. W. of the third part, reciting in the said release (*inter alia*) the said herein before recited decree and master's report, and that there was then due to the said J. T. the sum of 1069*l.* it is witnessed, that for that sum paid by the said E. W. to the said J. T. He the said J. T. (by the direction of the said H. B. and E. his wife, A. W. T. P. and J. his wife, J. B. and T. his wife, L. H. and M. B. testified as therein mentioned,) did bargain, sell and release, and they the said H. B. and E. his wife, A. W. T. P. and J. his wife, J. B. and F. his wife, L. H. and M. B. did thereby grant, ratify and confirm unto and to the use of the said E. W. his heirs and assigns, the before mentioned mortgaged hereditaments and premises; *Subject nevertheless* to a proviso in the said indenture of release contained for redemption of the said premises, on payment of the said sum of 1069*l.* and interest, in manner as therein mentioned: *And whereas* R. A. C. K. H. B. J. P. P. L. and S. C. commissioners named, authorized and appointed, in a commission made out in pursuance of the said recited decree for dividing the said premises in question, by their certificate under their hands, dated the 10th day of February now last past, did thereby certify unto the lord high chancellor of Great Britain, that they had entered upon and viewed the estates in question late of her the said F. B. deceased; and as to her estate in the parish of St. J's. (being six messuages or tenements, with the appurtenances in Q. street near G. square in the county of M. being part thereof) they the said commissioners had divided the same in six equal parts, which they by balloting had allotted to and amongst the said six co-heiresses, according to the tenor of the said commission; and as to the several parts of them the said M. T. (then M. B.) and L. B. the same was allotted to them in the manner as therein and herein after mentioned, *viz.* They the said commissioners did thereby allot unto the said M. B. (now M. T.) and to her heirs, one messuage, &c. and yard, part as therein particularly bounded, &c. in the occupation of captain R. W. at 30*l.* per ann. and they the said commissioners did thereby allot unto the said L. B. and her heirs, the messuage, &c. and garden, in the occupation of R. A. esq; at 53*l.* 15*s.* 6*d.* per ann. and it is by the said certificate mentioned, that in regard the said messuage or tenement in the possession of the said R. A. allotted to the said L. B. was of greater value than any of the other five messuages or tenements allotted to the rest of the said parties; therefore the said commissioners, in order to make the allotment of each party of equal value, did charge the said messuage or tenement, in the possession of the said R. A. allotted to the said L. B. with the several sums of money to be paid by the said L. B. as follows, *viz.* To the said M. B. (now M. T.) 21*l.* to the said A. W. 21*l.* to the said E. B. 21*l.* to the said J. P. 57*l.* and to the said F. B. 75*l.* and further mentioning in the said certificate, that the said commissioners had found, that four of the said six houses in Q. street, *viz.* the houses allotted to the said M. B. (now M. T.) A. W. E. B. and L. B. were subject to a mortgage of 1000*l.* made by all the said co-heirs, and that the same was to be borne equally by all the said co-heirs, therefore the houses thereby allotted to the said J. P. and F. B. were by them the said commissioners certified to contribute an equal share of the said 1000*l.* and interest, with the houses charged with the said 1000*l.* and

The commission and certificate thereon.

As to Mrs. T.'s part.

As to Mrs. B.'s part and charge thereon to her sisters.

Order to confirm certificate, unless cause, &c.

Confirmation thereof,

Mrs. T.'s right and agreement to demise her part to M. T. for securing 116*l* and interest.

The like as to Mr. B. for 50*l* and interest.

First consideration as to Mr. T. and his wife's demise for securing the 116*l* and interest.

and interest: *And whereas* by a subsequent order made in the said cause dated 11th *March* now last past, it was ordered, that the before recited certificate, and all the matters and things therein contained, should stand ratified and confirmed by the order and decree of the said court, to be performed by all parties thereto, according to the tenor and true meaning thereof, unless the parties concerned, or their respective clerks in court having notice thereof, should within eight days after such notice shew unto the said court good cause to the contrary: *And whereas* by another subsequent order made in the said cause, dated the 18th day of this instant *June*, whereby (after setting forth the last recited order) upon motion made by Mr. F. counsel for the defendants J. B. and L. his wife, and M. B. it was alledged, that the clerks in court for the other parties, plaintiffs and defendants, had been duly served with the said order, as by affidavit appeared, and that no cause had been shewn to the contrary, as by the register's certificate appeared; it was therefore prayed, that the said order of the 11th of *March* last might be made absolute against the said plaintiffs and defendants so served therewith, which was ordered accordingly, as in and by the said in part recited decree, master's report, indentures of lease and release, commission, certificate and subsequent order, relation being to them respectively had, more fully and largely may appear: *And whereas* by virtue of the said recited decree, commission, certificate, and subsequent orders, she the said M. T. and her heirs, are now legally intitled to the fee-simple, and inheritance of one of the said messuages or tenements and premisses situate in *Queen-street* aforesaid, now in the occupation of the said R. W. so allotted to her as aforesaid, (*Subject nevertheless* to the payment of her sixth part of the said principal and interest monies so secured to the said E. W. thereon as aforesaid,) and they the said R. T. and M. his wife, having occasion to borrow the sum of 116*l*. he the said G. J. (at their request) hath agreed to advance the same to them, and to accept of the demise by them herein after made of the same premisses, for securing repayment thereof with interest, in such manner and subject as herein after is for that purpose mentioned: *And whereas* she the said L. B. and her heirs, by virtue of the said decree, commission, certificate and subsequent orders, are now also legally intitled to the fee-simple and inheritance to another of the said messuages or tenements in *Queen-street* aforesaid, now in the occupation of the said R. T. so allotted to her as aforesaid; *Subject nevertheless* to the payment of her sixth part of the said principal and interest monies so secured to the said E. W. thereon as aforesaid, and also subject to the payment of the said several sums of 21*l*. 21*l*. 21*l*. 5*l*. and 75*l*. so charged and payable out of the same premisses to them the said M. T. A. W. E. B. J. P. and F. B. as aforesaid; *And* they the said J. B. and L. his wife, having also occasion to borrow the sum of 50*l*. he the said G. J. (at their request) hath likewise agreed to advance them the same, and to accept of the demise by them herein after made on the same premisses, for securing repayment thereof, with interest, in such manner and subject as herein after also for that purpose mentioned and expressed: *Now this Indenture witnesseth*, that for and in consideration of the sum of 116*l*. of lawful, &c. to them the said R. T. and M. his wife, or one of them, in hand well and truly paid by the said G. J. at, &c. the receipt, &c. they the said R. T. and M. his wife *Have*, and each of them *Hath* granted, demised, bargained and

sold, and by these presents *Do*, and each of them *Doth* grant, &c. unto the said *G. J.* his executors, administrators and assigns, all that the before mentioned messuage, &c. *To have and to hold* the said messuage, &c. with their and every of their appurtenances, unto the said *G. J.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 500 years, from thence next ensuing, and fully to be compleat and ended; *Subject nevertheless* to the payment of the sixth part of them the said *R. Y.* and *M.* his wife, of and in the said principal and interest monies so secured to the said *E. W.* and charged and allotted on the same premises as aforesaid: *Yielding and paying* therefore yearly and every year, during the said term, on the feast-day of *St. Michael* the archangel, the rent of one pepper-corn only, if the same shall be lawfully demanded: *And this Indenture further witnesseth*, that for and in consideration of the said sum of 50*l.* of like lawful money to them the said *J. B.* and *L.* his wife, or one of them, in hand also well and truly paid by the said *G. J.* at or before the executing of these presents, the receipt, &c. do hereby acknowledge, and thereof do hereby severally acquit, exonerate and discharge the said *G. J.* his executors, administrators and assigns, they the said *J. B.* and *L.* his wife *Have*, and each of them *Hath* granted, &c. and by these presents *Do*, and each of them *Doth* grant, &c. unto the said *G. J.* his executors, administrators and assigns, *All that, &c. To have and to hold* the said messuage, &c. unto the said *G. J.* his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 600 years, from thence next ensuing, and fully to be compleat and ended: *(Subject nevertheless* to the payment of the sixth part of them the said *J. B.* and *L.* his wife, of and in the said principal and interest monies so secured to the said *E. W.* and charged and allotted on the same premises as aforesaid, and as to the same premises subject also to the payment of the said several and respective sums of 21*l.* 21*l.* 57*l.* and 75*l.* so charged and payable thereon to them the said *M. Y. A. W. E. B. J. P.* and *F. B.* by the said recited certificate, in manner as aforesaid); *Yielding and paying* therefore yearly and every year, during the same term for the same premises, on the feast-day of *St. Michael* the archangel, the rent of one pepper corn only, if the same shall be lawfully demanded; *And for the further and better securing* payment of the said several and respective sums of 116*l.* and 50*l.* together with interest for the same, unto the said *G. J.* his executors, administrators and assigns, in manner as herein after mentioned, and also for the conveying and assuring of the said several hereby demised messuages or tenements, hereditaments and premises, to and for the several uses, intents and purposes, herein after mentioned and limited of and concerning the same respectively, subject nevertheless in manner as aforesaid, he the said *R. Y.* for himself, and for the said *M.* his wife, and for their respective heirs; *And &c. (covenant that R. Y. and M. his wife, and J. B. and L. his wife levy a fine) And &c. (declaration of the uses of the fine)*; that is to say, *As to*, for and concerning the said first hereby demised messuage or tenement, yard, hereditaments and premises, with their appurtenances, so granted and demised by the said *R. Y.* and *M.* his wife, unto the said *G. J.* as aforesaid, and as the same premises now are in the occupation of the said *R. W.* or his assigns; *Subject nevertheless*

Second consideration as to Mr. *B.* and his wife's demise for securing 50*l.* and interest.

As to the fine from both grantors and their wives.

As to Mr. *A.*'s part of premises.

As to Mr. B.'s
part of pre-
misses.

Provido as to
Mr. T.'s part
of premisses.

To keep pre-
misses insured.

theless as to the same premisses, as the same are herein before subject and charged, And so Subject, then to the use and behoof of the said G. J. his executors, administrators and assigns, for and during the said term of 500 years so granted to him of and in the same premisses as aforesaid, for the better corroborating and strengthening of the same term and from and immediately after the end, expiration, or other sooner determination of the said term of 500 years, and payment of the said 116*l.* and interest, hereby secured on the said premisses and subject thereunto; then as to all and singular the same hereditaments and premisses, to the only use and behoof of the said R. T. his heirs and assigns for ever, and to, for and upon no other use, intent or purpose whatsoever; And as to, for and concerning the said other hereby demised messuage or tenement, garden, hereditaments and premisses so granted and demised by the said J. B. and L. his wife, unto the said G. J. as aforesaid, and as the said premisses are now in the occupation of the said R. A. or his assigns, subject nevertheless, as to the same premisses, in such manner as the same are herein before charged in manner as aforesaid, and so subject then to the use and behoof of the said G. J. his executors, &c. for and during the said term of 600 years so granted to him of and in the same premisses as aforesaid, for the better corroborating, &c. *Provided always*, and upon this condition nevertheless, that if the said R. T. his heirs, executors, administrators and assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said G. J. his executors, administrators or assigns, the said sum of 126*l.* of lawful money of Great Britain, together with legal interest for the same, at or in the common dining hall of New-Inn aforesaid, on the — day of — now next ensuing the day of the date hereof without any abatement, deduction or defalcation out of the same, or any part thereof, for and in respect of any taxes, charges, payments or assessments whatsoever, already or hereafter to be taxed, charged or assessed on the said sum of 116*l.* or the growing interest thereof, or on the said premisses charged with the payment thereof, or on the said G. J. in respect thereof, by parliament, or otherwise howsoever; that the said term of 500 years herein before limited of and in the same premisses, shall from thenceforth cease, determine, and be utterly void and of none effect, to all intents and purposes whatsoever; any thing herein contained to the contrary thereof in any wise notwithstanding; (*usual covenants*): And also that he the said R. T. his heirs, executors, administrators or assigns, at his and their own proper costs and charges shall and will, from time to time, and at all times, during the continuance of the security by him hereby made, insure and continue to be insured in the office of the Amicable Contributionship or Society, commonly called *The Hand-in-Hand Fire Office*, or in some other public office of insurance from fire, to be approved of by the said G. J. his executors or assigns, upon the said hereby demised messuages and premisses comprised in the said term of 500 years, the sum of 200*l.* at the least, and that the benefit and advantage, as well of all insurances already or hereafter to be made on the same premisses, and all monies arising thereby, shall go and be for the benefit of the said G. J. his executors and assigns, during the continuance of the said security, for the better securing payment to him and them of the said sum of 116*l.* and interest; subject nevertheless to the aforesaid proviso for redemption; and it is hereby agreed

and declared by and between all the parties to these presents, that until a failure shall be made in payment of the said sum of 116*l.* and interest, or some part thereof, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said *R. T.* his heirs and assigns, peaceably and quietly to have, receive, take and enjoy the rents, issues and profits of the said premisses comprised in the said term of 500 years, to his and their own use and uses, without any let, suit, trouble, hindrance, disturbance, molestation or interruption, of or by the said *G. J.* his executors, administrators or assigns, and without any account to be to them given or rendered for the same: *Provided always,* and upon this further condition nevertheless, that if the said *J. B. &c.* *The like proviso and covenants as before in Mr. Y.'s demise of his part, &c.*

Mortgage of Copyhold Premises by Surrender, November the 23d 17—.

MEMORANDUM, That the day and year above written Sir *T. S. S.* bart. one of the customary tenants of the manor above-
Manor of *P.* in the county of *H*
 did out of court surrender by the rod into the hands of the lord of the said manor, by the hands and acceptance of *J. W.* esq; deputy steward of the said manor, according to the custom of the said manor, all that messuage, &c. which said three last mentioned messuages or tenements, farms and premisses, are holden of the manor aforesaid by copy of court-roll — together with all ways, waters, water-courses, commons, profits, commodities and appurtenances whatsoever, to all and singular the said premisses belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders thereof and of every part and parcel thereof, *To the Use* and behoof of *W. P. W.* of, &c. his heirs and assigns for ever, upon the condition following, *viz.* *Provided always,* and upon condition nevertheless, that if the said Sir *T. S.* his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said *W. P. W.* his executors, administrators or assigns, the sum of 3150*l.* of, &c. in manner following, *viz.* the sum of 75*l.* part thereof on the 23d day of *May* now next ensuing, and the sum of 3075*l.* residue thereof on the 24th day of *November*, which will be in the year of our Lord 17— without any deduction or abatement out of the same, by reason of any taxes or upon any account whatsoever, then this present surrender shall be void and of no effect, or else to remain in full force and virtue.

This is a true copy of the original
 surrender taken by me (the day
 and year abovewritten) *J. W.*
 deputy steward of the said manor.

T. S. S.

A Deed

A Deed for making Interest Money Principal, and for securing a further Sum lent.

(By Indorsement.)

WHEREAS the within principal sum of 10,000 *l.* and the several principal sums of 500 *l.* and 500 *l.* mentioned in the two indorsements on the back of the second skin of this deed, and the above mentioned principal sum of 800 *l.* are due and owing from the within named Sir *W. D.* to the within named *W.* And whereas the sum of 293 *l.* 17 *s.* 6 *d.* is due to the said *W.* from the said Sir *W. D.* for the interest of the said several principal sums of 10,000 *l.* 500 *l.* 500 *l.* and 800 *l.* computed to the 10th day of *May* last past: And whereas the said sum of 293 *l.* 17 *s.* 6 *d.* is agreed to be made principal money. Now these Presents witness, that for and in consideration of the said sum of 293 *l.* 17 *s.* 6 *d.* so due from the said Sir *W. D.* to the said *W.* for interest as aforesaid, and to the intent the same may from henceforth be principal money, and for and in consideration of the further sum of 61 *l.* 2 *s.* 6 *d.* of, &c. by the said *W.* to the said Sir *W. D.* in hand well and truly lent and paid at or before the sealing and delivery of these presents the receipt whereof the said Sir *W. D.* doth hereby acknowledge, (the said several sums of 293 *l.* 17 *s.* 6 *d.* and 61 *l.* 2 *s.* 6 *d.* amounting together to the sum of 300 *l.*) The said Sir *W. D.* doth hereby for himself, his heirs, executors and administrators, covenant, agree and declare to and with the said *W.* his executors, administrators and assigns, that the manors, messuages, advowson, lands, tenements and hereditaments within mentioned to be limited unto and to the use of the said *W.* and his heirs, and the several within mentioned terms of 900 years, 800 years, and 2000 years of and in the same manors, hereditaments and premisses, shall as well be liable to, and a security for the payment of the said sum of 300 *l.* and interest for the same, after the rate of 5 *l.* per cent per ann. (from henceforth to be computed) unto the said *W.* his executors, administrators and assigns, for the said two several principal sums of 500 *l.* and 500 *l.* mentioned in the said two indorsements written on the back of the said second skin of this deed, and the principal sum of 800 *l.* above-mentioned, with interest for the same, as in the said indorsement and above are mentioned, and for the said within mentioned principal sum of 10,000 *l.* and interest, as is within mentioned, (All which said several principal sums of 10,000 *l.* 500 *l.* 500 *l.* 800 *l.* and 300 *l.* do amount together to 12100 *l.* principal money): Provided always that if the said Sir *W. D.* his heirs, executors, administrators or assigns shall well and truly pay, or cause to be paid unto the said *W.* his executors, administrators or assigns, the sum of 301 *l.* 8 *s.* 3 *d.* of good &c. on the 10th day of *November* next ensuing the day of the date hereof

hereof, and 12,402*l.* 10*s.* of like lawful money on the 10th day of *May* next ensuing the day of the date hereof, that then this present indorsement shall be void and of none effect, and the several securities for the same to be assigned or surrendered as the said Sir *W. D.* his heirs, or assigns, shall direct, at his and their costs and charges, or else shall remain in full force and virtue. *In Witness* whereof the said Sir *W. D.* hath hereunto set his hand and seal the fourth of *June* 17—.

Another Indorsement for making Interest Principal, to be indorsed on the last Indorsement.

MEMORANDUM, *Whereas* the sum of 300*l.* 8*s.* 3*d.* was due from the above named Sir *W. D.* to the above named *W.* upon the 10th day of *November* now last past, for interest of the above mentioned 12,100*l.* *And whereas* the said Sir *W. D.* has paid unto the said *W. P. W.* towards the discharge of the said interest, no more than the sum of 1*l.* 8*s.* 3*d.* so that there now remains due to the said *W.* the sum of 300*l.* for interest money: *Now* the said Sir *W. D.* doth hereby declare and agree to and with the said *W.* that the said sum of 300*l.* shall be from henceforth accounted and made, and is hereby made and agreed to be made principal money, and from henceforth to carry interest after the rate of 5*l.* per cent. per ann. and that the above and within mentioned manor, hereditaments and premises, shall be charged as well with the said sum of 300*l.* and the interest for the same at 5*l.* per cent. (being —) as for the above-mentioned sum of 12,402*l.* 10*s.* to be paid on the above-mentioned 10th day of *May* next: *Provided* always, and the same are to be redeemable by the said Sir *W. D.* his heirs, executors, administrators or assigns, upon his, their or any of their paying unto the said *W.* his executors, administrators or assigns, the several sums of 12,402*l.* 10*s.* 300*l.* and — being the interest for the said 300*l.* as aforesaid, (amounting in the whole to the sum of —) on the above mentioned 10th day of *May* next. *In Witness,* &c.

Covenant to assign the Benefit of a Policy of Insurance for securing Money on Mortgage, &c.

AND *whereas* the said *J. V.* hath already, or intendeth to insure all and every the said granted messuages, or tenements and premises, with their appurtenances in *London* and *Middlesex*, from loss or damage by fire: *Now* the said *J. V.* for himself, his, &c. doth covenant, grant, promise and agree, to and with the said *J. C.* his, &c. that if default of payment shall happen to be made of — or the interest thereof, or any part thereof, that then he the said *T. N.* his, &c. shall

shall and will assign, transfer and set over unto the said J. C. his, &c. all and every such policy and policies of insurance from loss or damage, by fire, made or to be made for or upon the hereby granted or mentioned to be granted messuage, or tenements and premises in *London and Middlesex*, or any of them, and the benefit of all such policies; and that the said J. V. his, &c. in the mean time, and until such assignment or transfer be made, shall and will pay, make good and satisfy unto the said J. C. his, &c. all such damage and loss which shall or may happen by fire to the said premises, or any of them, or any part of them.

* *Assignment of a Mortgage of Estates in Ireland, with further Grant for securing more Money advanced, and special Clause to sell, &c.*

Parties.

Recital of the death of G. H. having made his will.

THIS Indenture, made the — day of — in the 30th year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, and so forth, &c. and in the year of our Lord 1790, Between C. W. and W. F. both of — in the parish of — in the county of — esqrs. of the first part; R. R. of — in the parish of — in the said county of — and J. J. of — in the said county, esq; of the second part; D. G. of — in the kingdom of Ireland, esq; and R. S. son of the said D. G. of the third part; T. L. of — esq; and S. G. of — esq; of the fifth part; and R. R. of — esq; of the sixth part; and S. T. of — esq; of the seventh part: Whereas G. H. of, &c. died the — day of — which was in the year of our Lord — having duly made and published his last will and testament in writing, bearing date the — day of — and did thereby subject and charge all his estates real and personal whatsoever and wheresoever, to and with the payment of all such annuities as he had at any time or times theretofore granted or settled to or upon any person or persons whatsoever; And also of such annuities and pecuniary legacies as were by him therein after given or bequeathed, and of all such other annuities, provisions and sums of money. as he should at any time or times thereafter by any codicil or codicils thereto, or by any writing whatsoever under his hand, grant, bequeath or appoint, to or for any person or persons whatsoever, and so subjected and charged, did thereby give and devise all and singular his manors, messuages, lands, tenements and hereditaments whatsoever and wheresoever, and all other his real estates, unto his nephew T. A. (since deceased) for the term of 99 years, if he should so long live, without impeachment of waste, and from and after his decease, gave and devised the said manors, messuages, lands, rents, tenements, hereditaments and real estates, unto the eldest son of the body of the said T. A. then living, which said eldest son was D. G. party hereto, for 99 years, if he should so long live, without impeachment of waste, remainder unto B. R. and M. P. esqrs; and their heirs, during the life of the eldest son of the said T. A. in trust to preserve contingent remainders, remain in unto the first and other son and sons of the body of such eldest son successively, in tail male, with divers remainders over,

over, with power to such of the said devisees as should be in actual possession of the said estates, to charge the same or any part thereof, with any sum not exceeding — £. sterling, for his younger child or children, in case of his having an eldest or only son who should attain his age of 21 years; or with any sum not exceeding — £. sterling, for his daughter or daughters in case of his not leaving any son who should attain that age, and the interest to be applied towards the maintenance and education of such younger child or children, or daughter or daughters, with other powers as therein mentioned; and the said testator in and by his said last will also gave and bequeathed all his personal estate, of what nature or kind soever, which he should be possessed of or interested in and intitled unto, at the time of his decease, but in the first place subject to and charged with the payment of the annuities and pecuniary legacies before mentioned unto the said *B. R.* and *M. P.* their executors and administrators, in trust, to invest the same, or the monies to arise by sale thereof, in the purchase of manors, messuages, lands, rents, tenements and hereditaments, in fee-simple, in — and — or either of them, to be conveyed to the same persons and uses, and subject to the same payment, charges and powers to which his said manors, messuages, lands, rents, tenements, hereditaments and real estates were in, and by his said will given, limited or devised, or as near thereto as the death of parties or other contingencies would admit of, and after thereby giving and bequeathing several annuities and pecuniary legacies thereby given and bequeathed, the said testator thereby appointed the said *B. R.* and *M. P.* executors of his will, upon the trusts aforesaid; *And whereas* after the death of the said *G. H.* the said *B. R.* and *M. P.* his executors proved the said will in the prerogative court of *C.* and took upon themselves the execution of the trusts thereof; *And whereas* by a decree or decretal order of the high court of chancery made and pronounced on the — day of — in a cause wherein the said *T. A. D. G.* and *G. H.* infants, by their next friend were plaintiffs, and *E. F.* and *H. I.* only son of the said *E. F.* an infant, by his father and guardian; *T. H.* an infant, by his guardian; the said *B. R.* and *M. P.* executors of the said *G. H. W. J.* an infant, by his mother and guardian; *J. B. G. J. H. U. F. J. F. P.* and *M.* his wife; *C. P.* and *S.* his wife; *B. M.* and *J.* his wife, were defendants, after taking notice of the will of the said *G. H.* deceased, dated the — day of — it was declared that the will of the said *G. H.* was well proved, and that the same ought to be established, and the trusts thereof performed; and it was (among other things) ordered and decreed, that it should be referred to Mr. *M.* one of the masters of the said court, to take an account of the said testator's personal estate which had come to the hands of his said executors; and also of the said testator's debts, funeral expences, legacies and annuities; and it was further ordered, that such personal estate should be applied in the payment of the said testator's debts, funeral expences and legacies, in a course of administration, and that the clear surplus of such personal estate should be laid out with the approbation of the said master, in the purchase of lands, tenements or hereditaments, in — or — and that such lands, tenements or hereditaments when purchased, should be (with the like approbation) settled to such uses, and upon such trusts, and with such limitations and for such intents and purposes, and for the benefit of such persons as were directed

Of proof of said will.

Of a decree in chancery.

Recital of marriage settlement.

directed by the said testator's will, and that until such purchase could be found, the said surplus of the said testator's personal estate should be placed out on government or real securities, and that the interest and dividends thereof should be paid to such person or persons as would have been entitled to the rents and profits of the lands and hereditaments when purchased, and that such leasehold estates as were part of the said testator's personal estate should (with the like approbation) be sold, and the money arising thereby, applied in like manner as was directed, respecting the rest of the said testator's personal estate, and that the arrears and growing payments of the annuities given by the said testator's will should be kept down and continued to be paid; *And whereas* by indenture *quadripartite*, bearing date on or about the — day of — in the year of our Lord — and made or mentioned to be made between the said *D. G.* party hereto, of the first part; *M. R.* since deceased, of the second part; and *J. H.* of the third part; and *T. D.* and *J. D.* of the fourth part; in consideration of a marriage then intended and which soon after took effect and was solemnized between the said *D. G.* and Lady *M. H.* since deceased, and of the marriage portion of the said Lady *M. H.* therein mentioned, he the said *G. H.* (did among other things) in pursuance and exercise of the power in him for that purpose vested by the said recited will, charge all the hereditaments and premises devised by the said will of the said *G. H.* and also all the hereditaments which after his decease had been purchased with any part of his residuary personal estate, and every part and parcel thereof, with the sum of — *l.* for his younger child or children in case of his leaving an eldest or only son who should attain the age of 21 years, and with any sum not exceeding — *l.* for his daughter or daughters, in case of his not leaving any son who should attain that age, (which latter provision has failed by the death of the said Lady *M. H.* without any daughter); *And* the said *D. G.* did direct and appoint the said sum of — *l.* to be equally divided among his younger children, share and share alike, at their respective ages of twenty one years, if a son or sons, and if a daughter or daughters, at their respective ages of 21 years or days of marriage, and if but one such younger child, or if more than one, and all except one should die before his or her age of 21 years or day of marriage, then the sum of — *l.* to be paid to such surviving child at his or her age of 21 years or day of marriage, *And* that in case any such younger child or children should attain the age of 21 years, or marry during the life of the said *D. G.* then his or her right in the said — *l.* should be considered as vested, but that payment should be postponed until after his decease; *And whereas* the said Lady *M. A.* departed this life the — day of — leaving the said *D. G.* and *R. S.* party hereto, her surviving, and issue by the said *D. G.* only one son, namely, *P.* an infant, now of the age of — years, or thereabouts, and no other child; and the said *R. S.* will have a vested interest in the sum of — *l.* by virtue of the said recited will and settlement on his attaining the age of 21 years; *And whereas* by a decree or decretal order of the high court of chancery made and pronounced on the — day of — before the right honourable the Master of the Rolls, (and since duly inrolled) in a cause by original and supplemental bill, wherein the said *D. G.* was plaintiff, and *W. T.* esq; *H. M.* and *R. S.* were defendants, it was amongst other things ordered

Of death of the said lady *M. K.*

Leaving children.

And that — will have a vested interest.

A decretal order in chancery.

and

and decreed, that the decree and proceedings in the said former cause bearing date the _____ day of _____ should be revived and be carried into execution, and that Mr. *H.* one of the masters of the said court; to whom the said cause stood transferred, should enquire and state to the court whether any and what part of the personal estate of the testator *G. H.* had been laid out in the purchase of lands, pursuant to the directions of the decree in the said former cause, not being settled according to the directions of the said decree, and in case that the said master should find that any such lands had been purchased, then that the same should be conveyed and settled in the same manner directed by the said former decree; *And whereas* the said Master *H.* (to whom the said causes were transferred) made his report in the said last mentioned supplemental cause bearing date the _____ day of _____ and thereby certified amongst other things, that he found that the said *B. R.* esq; and *M. P.* esq; both deceased, had, with the approbation of the then late Master *M.* (to whom the former cause stood referred) laid out the sum of one hundred thousand seven hundred and sixty-nine pounds sterling money, part of the personal estate of the said testator *G. H.* in the purchase of certain freehold manors, lordships, towns, messuages, lands, tenements and hereditaments situate, lying and being in _____ then the estate of *T. J.* as appeared by the report of the said late Master *M.* made in the former cause on the _____ day of _____ and that the said manors, lordships, towns, messuages, lands, tenements and hereditaments had been, by indentures of lease and release dated respectively the _____ and _____ days of _____ and which said indenture of lease and release were approved by the said late Master *M.* duly conveyed to and to the use of the said *B. R.* and *M. P.* their heirs and assigns, upon trust to convey, settle and assure the same to such and the same uses, upon such and the same trusts, and to and for such and the same intents and purposes, and by, with, under and subject to such and the same powers, provisoes, payments, charges, conditions, restrictions and limitations, as by the last will and testament of the said *G. H.* and the decree in the said former cause, were directed to be limited of and concerning the lands to be purchased with the residue of his personal estate, so far as the deaths of parties and other contingencies would permit, and to and for no other use, trust, intent or purpose whatsoever, but that no such conveyance and settlement was made by the said *B. R.* and *M. P.* or the survivor of them, or the heirs of such survivor, and that the said Master *H.* had therefore, pursuant to the said decree made in this said second cause, settled and approved of a proper conveyance and settlement of the said manors, lordships, towns, messuages, lands, tenements and hereditaments from the said defendant *W. T.* the only son and heir at law of the said *M. P.* deceased, who survived the said *B. R.* (the other trustee) to such uses and upon such trusts and with such limitations, and for such intents and purposes, and for the benefit of such persons as were directed by the said testator's will; *And whereas* the said Master *H.* afterwards made his general report in both the said causes, dated the _____ day of _____ and did thereby amongst other things, certify that as to the account directed by the decree in the original cause, to be taken of the said testator's debts, no person had proved or claimed any debts, before the said late Master *M.* or his successor Master *C.* or before the said Master *H.* as due from the said testator, but that it was admitted before him that

Master's report.

Master's general report.

that an annuity of ——— *l.* granted by the said testator *G. H.* to *H. L.* still remained subsisting, but that all arrears thereof had been paid to the ——— day of ——— by the said *D. G.* and that the funeral expences, and also the several legacies which were given by his will, were paid by the said *B. R.* and *M. P.* and as to the annuities given by the said testator's will, no claim for any arrears of any such annuities had been brought in before either of the said late Masters, or before him the said Master *H.* but he found from the affidavit of the said *D. G.* who, upon the death of his father *T. A.* succeeded to the estates of the said *G. H.* made in the said supplemental cause, that several of the said annuitants, to wit, *C. P.* and *S.* his wife, and *B. M.* were all dead before he (the said *D. G.*) became possessed of the said estates, and that all the annuities which became due to the several persons in their respective lives, were fully paid and satisfied by the said *T. A.* deceased, and that *I. T. H. U. G. J. M. P.* and other persons named as annuitants in the said will of the *G. H.* had respectively died since he the said *D. G.* became possessed of the same estate, and that all the annuities which became due to them respectively in their respective lives, had been fully paid and satisfied by him the said *D. G.* and that the annuity that became due to the same *M. P.* deceased, in his life-time had also been fully paid and satisfied, and that the annuity of ——— *l.* in and by the said will of the said testator *G. H.* given to *F. J.* and the annuity of 500 *l.* given thereby to *W. J.* were the only annuities in the said will mentioned, which were then existing, and that the same had been fully paid up to Lady-day ——— and the said Master certified that by a subsequent voucher it appeared, that the said annuity to the said ——— had been since paid by the said *D. G.* up to the ——— day of ——— and that the several conveyances or settlements of several estates in the kingdom of ——— and so approved of by him Master *H.* as mentioned in his former report of the ——— day of ——— appeared to him by the affidavit of *G. I.* and *H. L.* gentlemen, made in the said supplemental cause, to have been since duly executed by the said *W. T.* and that the sum of ——— was then remaining due to the said *D. G.* in respect of money paid by him in discharging incumbrances upon the said testator's estates, and which said general report by an order of the said court made by the right honourable the Master of the Rolls, in the same causes, on the ——— day of ——— next following, was absolutely confirmed; *And whereas* by indentures of lease and release, being the conveyances and settlement mentioned in the two several reports in the said causes herein before in part recited to have been approved by the said Master *H.* the lease bearing date the ——— and the release the ——— day of ——— in the year ——— the said indenture of release being of four parts, and made or mentioned to be made between the said *W. T.* of the first part; *I. W. G.* and *D. G.* esq; of the second part; the said *D. G.* of the third part; and *R. S.* of the fourth part; after reciting in substance as herein before is recited, he the said *W. T.* in pursuance of the said will and decree and of the said indentures of lease and release of the ——— and ——— days of ——— (approved by the said Master *M.*) and performance of the trust devolved on the said *W. T.* and in consideration of 10 *l.* at the request and by the consent of the said *D. G.* and *R. S.* did bargain, sell, alien, release and confirm unto the said *I. W. G.* and *D. G.* their heirs and assigns, the said manors, lordships, towns, messuages, lands, tenements

tenements and hereditaments, with their and every of their appurtenances mentioned and particularly described in the said indentures of lease and release of the ——— and ——— days of ——— To hold unto the said *I. W. G.* and *D. G.* and their heirs, subject to and chargeable with the payment of all such annuities, provisos, pecuniary legacies, sum and sums of money then existing and unsatisfied, to the payment of which the estate of the said *G. H.* was made subject by his said will to the use of the said *D. G.* and his assigns for 99 years, if he should so long live, without impeachment of waste, and after his decease to the said *I. W. G.* and *D. G.* and their heirs, during the life of the said *D. G.* upon trust to preserve contingent remainders, and from and after the decease of the said *D. G.* to the use and behoof of the said *R. S.* and of the heirs male of his body lawfully issuing, and to the use of such other person and persons, and for such estates, ends, intents and purposes, and with, under and subject to such powers, privileges, conditions and restrictions as the said *G. H.* had by his will devised, his real estates to or upon such or so many of them as were then subsisting and capable of taking effect; And whereas by indentures of lease and release bearing date respectively on or about the ——— and ——— days of ——— in the said year ——— inrolled in his majesty's court of common pleas in *Ireland*, the release being of five parts, and made or expressed to be made between the said *I. W. G.* and *D. G.* of the first part; the said *D. G.* of the second part; the said *R. S.* of the third part; *I. J. P.* of the fourth part; and *G. P.* esq; of the fifth part; and by a common recovery therein agreed to be suffered, and which was suffered accordingly in ——— last past, all and singular the manors, lordships, towns, messuages, lands, tenements, hereditaments and premises herein after more particularly mentioned and described, and intended to be hereby granted, conveyed and assured amongst other lands and hereditaments in the said indenture mentioned, were limited to the use of the said *D. G.* for life, without impeachment of waste, with remainder after the decease of the said *D. G.* to the use and behoof of such person and persons, and for such estate and interest, and subject to such annuities and charges, either annual or in gross, and such powers, conditions and limitations over, and in such manner and form, either absolutely or conditionally, and with or without power of revocation, and new limitations of use or uses, as they the said *D. G.* and *R. S.* during their joint lives should, by any deed or deeds, writing or writings, to be by them both signed and sealed, and delivered in the presence of two or more credible witnesses from time to time jointly direct, limit, appoint or declare, and in default of such joint direction, limitation or appointment, and as to such part or parts of the said hereditaments and premises, and such estate and interest therein as should not pass by such joint direction, limitation or appointment to the use of the said *R. S.* and the heirs male of his body, with remainder to the use of the said *W. P.* younger son of the said *W.* marquis of *L.* and the heirs male of his body, with remainder to the use of the said *D. G.* and *R. S.* their heirs and assigns for ever; And whereas by indentures of lease and release, the lease bearing date the day before the date of the release, and the release bearing date the ——— day of ——— which was in the year ——— and expressed to be made between the said *D. G.* and *R. S.* of the first part; the said *T. L.* and *S. G.* esqrs. of the second part; the

Indentures of
lease and release
inrolled in *Ireland*;

and recovery
suffered.

Indentures of
lease and re-
lease, and
mortgage.

Parcels.

Recital that
23000*l.* is due
on said mort-
gage.

Contract for
further mort-
gage.

Consideration.

the said *C. W.* and *W. F.* esqrs. of the third part; and the said *P. R.* and *J. J.* esqrs. of the fourth part; after reciting the last mentioned indentures of lease and release, and that the said *D. G.* and *R. S.* had contracted and agreed with the said *C. W.* and *W. S.* for the loan of the sum of ——— of lawful money of *Great Britain*, to be secured in manner therein after mentioned, they the said *D. G.* and *R. S.* for the consideration therein mentioned by and with the privity, consent and approbation of the said *C. W.* and *W. F.* testified as therein mentioned, did jointly direct, limit, appoint and declare that the last mentioned grant, release and recovery, and all other assurances, should, as to the manors, lordships, towns, messuages, lands, tenements and hereditaments first hereinafter mentioned and intended to be hereby granted and released, with the appurtenances, be and enure to the uses, upon the trusts, and subject to the proviso and agreement therein after expressed or contained of and concerning the same, and for the consideration therein mentioned, they are said *D. G.* and *R. S.* did thereby grant, bargain, sell, release and confirm unto the said *C. W.* and *J. J.* and to their heirs and assigns, all, &c. To hold unto the said *P. R.* and *J. J.* their heirs and assigns, to the use of the said *C. W.* and *W. F.* their executors, administrators and assigns, for and during and unto the full end and term of ——— years, to be computed from the day of the date of the same indenture of release last mentioned, subject to a proviso or condition therein contained for making the same void on payment of the said sum of ——— being the said sum of ——— and interest for the same, at such place, in such manner, and at such times as are therein for that purpose mentioned, but which are not yet come, and from and immediately after the end, expiration or sooner determination of the said term, and in the mean time subject thereto to the use of the said *P. R.* and *J. J.* their heirs and assigns for ever, upon trust, among other things, in case the whole of the said sum of ——— *l.* should be paid on the day therein mentioned, but which is not yet come, that they the said *P. R.* and *J. J.* and the survivor of them and his heirs, should, as the costs and charges of the said *D. G.* and *R. S.* or of their respective heirs, executors or administrators, convey and assure the said several hereditaments and premises thereby granted and released, limited and assured unto and to the use of the said *D. G.* and *R. S.* their heirs or assigns, or as they should direct or appoint, as in and by the said will, decrees, reports and several indentures, relation being thereunto respectively had, may more fully and at large appear; And whereas there is now due and owing unto the said *C. W.* and *W. F.* on the said recited security the sum of ——— *l.* principal money only, all interest for the same having been paid until the day of the date hereof; And the said *G. W.* at the request of the said *D. G.* and *R. S.* Hath agreed to advance and lend to them the sum of ——— *l.* on the security of the said premises in the said last mentioned indentures contained and hereinbefore described, together with that of other estates and hereditaments herein after mentioned and particularly described, and the said *C. W.* and *W. F.* have agreed to receive the sum of ——— *l.* part thereof, in satisfaction of the said principal sum of ——— *l.* so due and owing to them as aforesaid; Now this Indenture witnesseth, that for and in consideration of the said sum of ——— *l.* of lawful money of *Great Britain*

and according to the value of money in *Great Britain*, to them the said *C. W.* and *W. F.* in hand well and truly paid by the said *G. W.* at or immediately before the enfealing and delivery of these presents, at the request and by the direction and appointment of the said *D. G.* and *R. S.* testified by their respectively signing and sealing these presents, in full discharge of all principal money and interest due and owing from the said *D. G.* and *R. S.* to the said *C. W.* and *W. F.* or either of them, on the said recited securities. Otherwise, the receipt and payment of which said sum of ————, the said *C. W.* and *W. F.* do and each of them, doth hereby acknowledge, and thereof and of and from the same and every part thereof do, and each of them doth acquit, release and discharge the said *C. W.* his heirs, executors, administrators and assigns, and every of them, for ever, by these presents, they the said *C. W.* and *W. F.* at the request and by and with the like consent, direction and appointment of the said *D. G.* and *R. S.* testified severally as aforesaid, have bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth bargain, sell, assign, transfer and set over unto the said *G. W.* his executors, administrators and assigns, as well the said indenture of appointment and release, as all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned to be by the said last mentioned indenture limited in use to the said *C. W.* and *W. F.* their executors, administrators and assigns, or mentioned and intended so to be, with their and every of their appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, trust, term of years yet to come and unexpired, property, benefit, claim and demand whatsoever, both at law and in equity of them the said *C. W.* and *W. F.* of, in and to the same, or any part thereof; *To have and to hold* as well the said recited indenture of appointment and release, as all and singular the said manors, lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned or referred to and intended to be hereby assigned, with their and every of their rights, members and appurtenances, unto the said *G. W.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of ———— years, in and by the said last mentioned indenture of appointment and release limited in use and therefore yet to come and unexpired; and the said *C. W.* for himself, his heirs, executors and administrators, and the said *W. F.* for himself, his heirs, executors and administrators do, and each of them doth severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors or administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors and administrators only, covenant and declare, to and with the said *G. W.* his executors, administrators and assigns, that they the said *C. W.* and *W. F.* or either of them, have not at any time heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter or thing whatsoever whereby or wherewith or by reason whereof the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby bargained, sold, assigned, transferred and set over, or any part thereof, or any part thereof is, are, shall or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever; *And* *And this indenture further witnesseth.*

Consideration.

Habendum.

Consideration.

Appointment.

this Indenture further witnesseth, that the said *D. G.* and the said *R. S.* as well for the consideration aforesaid as in consideration of the sum of ——— *l.* of lawful money of *Great Britain*, and according to the value of money in *Great Britain*, to them the said *D. G.* and *R. S.* in hand at or immediately before the sealing and delivery of these presents, well and truly paid by the said *G. W.* and which with the sum of ——— *l.* paid by the said *G. W.* to the said *C. W.* and *W. F.* as aforesaid, make together the sum of ——— *l.* agreed to be advanced by the said *G. W.* to the said *D. G.* and *R. S.* as herein before mentioned, the payment and receipt of which said ——— *l.* in manner aforesaid, they the said *D. G.* and *W. F.* by this their deed in writing by them both signed, sealed and delivered in the presence of two credible persons whose names are intended to be hereafter indorsed as witnesses, do hereby acknowledge, and thereof and of and from the same and every part thereof do, and each of them doth hereby acquit, release and discharge the said *G. W.* his heirs, executors and administrators, by these presents have, and each of them hath granted, ratified and confirmed, and by these presents do; and each of them doth grant, ratify and confirm, unto the said *G. W.* his executors, administrators and assigns, all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and singular other the premises herein before described or referred to and mentioned and intended to be hereby assigned, and in and by the said last in part recited indenture limited in use or mentioned and intended so to be, with their and every of their appurtenances, and every part or parcel thereof, and the estate, right, title, interest, use, possession, reversion and reversions, equity and power of redemption, right, benefit, property, claim and demand whatsoever, as well in equity as at law of them the said *D. G.* and *W. F.* or either of them, of in, to and out of the said manors or lordships, towns, messuages, lands, tenements and hereditaments and premises, every or any of them, *They have and to hold* the said manors or lordships, towns, messuages, lands, tenements and hereditaments herein before mentioned and described or referred to and intended to be hereby assigned, granted, ratified and confirmed, with their and every of their rights, members and appurtenances, unto the said *G. W.* his executors, administrators and assigns for and during all the rest, residue and remainder of the said term of one thousand years, by the said last mentioned indenture limited in use, and therein yet to come and unexpired, freed and discharged from all benefit and equity of redemption, but subject nevertheless to such proviso or agreement for redemption of the same premises as herein after is contained; *And this Indenture further witnesseth*, that for the consideration aforesaid, and also for and in consideration of the further sum of 10*s.* of like lawful money of *Great Britain*, to each of them the said *D. G.* and *R. S.* in hand well and truly paid by the said *A. B.* and *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *D. G.* and *W. S.* by virtue of and in pursuance and exercise of the said power or authority enabling them thereto in such manner as in the said above in part recited indenture bearing date the ——— and ——— days of ——— is mentioned, and by virtue of all and every other power and authorities, power or authority given to or vested in them, or in any ways enabling them thereunto, and at the request and with the

consent and approbation of the said *G. W.* testified by his sealing and delivering these presents, have limited and appointed, and by this present deed or writing sealed and delivered by them the said *D. G.* and *R. S.* in the presence of the two credible persons whose names are or were intended to be hereon wrote or indorsed as witnesses attesting the same, do limit and appoint to the use of the said *A. B.* and *C. D.* and their heirs and assigns for ever, all and singular the aforesaid manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and singular other the premises herein before described, mentioned and referred to, with their and every of their rights, members and appurtenances, and they the said *D. G.* and *R. S.* do hereby direct, limit, appoint and declare, that the said in part recited indentures of the ——— and ——— days of ——— and the recovery suffered in pursuance thereof, so far as the same regards or relates to the same hereditaments and premises, or any of them, shall be and enure, and that the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances, subject nevertheless to the said term of 1000 years herein before mentioned and intended to be hereby assigned, shall be and remain to the use of the said *A. B.* and *C. D.* and their heirs and assigns for ever, freed and discharged from the uses, trusts, provisos and agreements in the last above in part recited indenture of the ——— day of ——— mentioned, but to the uses, upon the trusts, and subject to the provisos and agreements herein after expressed and contained of and concerning the same; *And this Indenture likewise witnesseth*, that for the consideration aforesaid, and for and in consideration of the further sum of 10*l.* of like lawful money to each of them the said *D. G. R. S. P. R.* and *I. I.* in hand paid by the said *A. B.* and *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *P. R.* and *J. J.* with the privy and consent of the said *C. W.* and *W. F.* at the request and by the direction and appointment of the said *D. G.* and *R. S.* (testified severally as aforesaid) have, and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release and confirm, and the said *D. G.* and *R. S.* have, and each of them hath granted, bargained, sold, aliened, released, ratified and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, ratify and confirm, unto the said *A. B.* and *C. D.* (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said *P. R.* and *I. I.* for 5*l.* a-piece consideration, by indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring of uses into possession) and to their heirs and assigns, all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and singular other the premises in and by the said last mentioned indenture of the ——— day of ——— appointed, granted and released, or mentioned and intended so to be, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders,

Declaration
as to uses of
former assu-
rances.

Consideration.

Transfer.

Habendum.

yearly and other rents, issues and profits thereof and of every part thereof, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *P. R.* and *J. J.* or either of them, of, into, or out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses, every or any of them, *To have and to hold* the same manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and singular other the premisses herein before mentioned or referred to, and intended to be hereby released, with their and every of their rights, members and appurtenances, unto the said *A. B.* and *C. D.* and their heirs and assigns, for ever freed and discharged from the uses, trusts, provisions and agreements in the last above in part recited indenture of the ——— day of ——— mentioned, but to the uses, upon the trusts, and subject to the proviso and agreement hereinafter expressed and contained of and concerning the same, and the said *P. R.* for himself, his heirs, executors and administrators, and the said *J. J.* for himself, his heirs, executors and administrators, do, and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors and administrators only, covenant and declare to and with the said *A. B.* and *C. D.* that they the said *P. R.* and *J. J.* or either of them, have not at any time heretofore, made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deed, matter or thing whatsoever, whereby or by reason whereof the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before appointed, granted and released, or expressed and intended so to be, or any part thereof, is, are, shall, or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever; *And this Indenture further witnesseth*, that for the consideration aforesaid, and for the better and more effectual securing to the said *G. W.* his executors, administrators and assigns, the re-payment of the said sum of ——— *l.* with interest for the same, after the rate and at the times hereinafter specified for payment thereof; and also for and in consideration of the further sum of 10*s.* of like lawful money to each of them the said *D. G.* and *R. S.* in hand paid by the said *A. B.* and *C. D.* at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *D. C.* and *R. S.* by virtue and in pursuance and exercise of the said power and authority, enabling them thereto in such manner as in the said above in part recited indenture, bearing date the ——— and ——— days of ——— is mentioned, and by virtue of all and every other powers and authorities, power and authority given to or invested in them, or in any ways enabling them thereunto, and at the request and with the consent and approbation of the said *G. W.* testified in manner aforesaid, have limited and appointed, and by this present deed or writing so signed, sealed and delivered by them the said *D. G.* and *R. S.* as aforesaid, and intended to be testified as aforesaid, do limit and appoint to the use of the said *A. B.* and *C. D.* and their heirs and assigns for ever, all and singular the manors or lordships, towns, messuages, lands, tenements and hereditaments herein after particularly mentioned and described, and intended to be hereby granted, conveyed and released, with their and every

Consideration.

Appointment.

every of their rights, members and appurtenances, and do hereby direct and appoint that the said in part recited indentures of the _____ and _____ days of _____ and the recovery suffered in pursuance thereof, and so far as the same regards or relates to the hereditaments last mentioned and described, or any of them, shall be and enure, and that the said manors or lordships, towns, messuages, lands, tenements and hereditamenets herein after particularly mentioned and described, with their and every of their rights, members and appurtenances, shall be and remain to the use of the said *A. B.* and *C. D.* and their heirs and assigns for ever, to the uses, upon the trusts, and subject to the provisions and agreements herein after expressed and contained of and concerning the same; *And this Indenture likewise witnesseth*, that for further effectuating the same contract and agreement, and for the consideration herein before expressed, and also in consideration of the sum of 5*s.* of lawful money of *Great Britain*, by the said *A. B.* and *C. D.* to the said *D. G.* and *R. S.* in hand at or immediately before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, they the said *D. G.* and *R. S.* in pursuance and further execution of the said power and authority enabling them in this behalf, in such manner as in the said in part recited indentures dated the _____ day of _____ is mentioned, and by force and virtue of all and every other power and powers, authority and authorities in them or either of them given, at the request and with the consent and approbation of the said *G. W.* testified as aforesaid, have, and each of them hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by this present deed or writing sealed and delivered by them the said *D. G.* and *R. S.* and intended to be attested as aforesaid, do grant, bargain, sell, alien, release, convey and confirm unto the said *A. B.* and *C. D.* (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said *D. G.* and *R. S.* for 5*s.* consideration, by indenture bearing date the day next before the day of the date of these presents, for the term of one year commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to their heirs and assigns, all and singular _____ and every of their appurtenances, and all and singular the houses, out-houses, edifices, buildings, barns, stables, dove-houses, yards, gardens, orchards, woods, underwoods, trees, groves, coppices, ways, paths, passages, waters, water-courses, mounds, marshes, bays, commons, common of pasture and other rights of common, mines, quarries, courts-leet, courts baron, and other courts, perquisites and profits of courts, rents, services, waifs, estrays, deodands, goods of felons and outlaws, and fugitives and felons of themselves, treasure-trove and all other rights, royalties, franchises, liberties, privileges, jurisdictions, profits, emoluments, easements, commodities and appurtenances whatsoever, to the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before last mentioned and described, or any of them belonging or appertaining, or to or with the same, every or any of them known, usually held, occupied, possessed or enjoyed, or accepted or reputed, deemed, taken, known, demised, used or letten as part, parcel or member of them, or any of them, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all

Consideration.

Transfer.

Parcels.

and

Habendum.

*Proviso for
payment of
mortgage
money.*

and singular the said premises, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *D. G.* and *R. S.* and each of them, of, in, to or out of the said last mentioned manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, every or any of them, which said manors, &c. (title deduced) *To have and to hold* the same manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and singular other the premises last herein before mentioned and described, with their and every of their rights, members and appurtenances, unto the said *A. B.* and *C. D.* their heirs and assigns, to the uses, upon the trusts, and subject to the provisos and agreements herein after expressed and contained, of and concerning the same: *And* it is hereby agreed and declared, that as well the said direction and appointment, grant and release last herein before made, as the said direction and appointment, grant and release first herein before made, shall respectively be and enure, to the uses, upon the trusts, and subject to the proviso and agreement herein after expressed and contained, (that is to say) to the use of the said *G. W.* his executors, administrators and assigns, for and during and unto the full end and term of ——— years, to be computed from the day of the date of these presents, subject to the proviso and agreement herein after expressed and contained, of and concerning the said term, and from and immediately after the end, expiration or sooner determination of the said term, and in the mean time subject thereto, to the use and behoof of the said *A. B.* and *C. D.* their heirs and assigns for ever, upon the trusts herein after mentioned; *Provided always*, and it is hereby expressly declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents, is, that as well the rest, residue and remainder yet to come and unexpired of the same term of 1000 years, in and by the indenture of appointment and release, bearing date the ——— day of ——— limited in use, to the said *C. W.* and *W. F.* of and in the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises therein comprized and herein before first mentioned and intended to be hereby granted, assigned and confirmed, unto the said *G. W.* his executors, administrators and assigns, as the said term of 1200 years last herein before limited in use to the said *G. W.* his executors, administrators and assigns, of and in the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises therein comprized are so assigned and limited respectively as aforesaid, subject to the proviso or agreement herein after expressed and contained (that is to say) that if the said *D. G.* and *R. S.* or either of them, their or either of their heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *G. W.* his executors, administrators or assigns, at or in the common dining-hall at *L. Inn*, in the county of *M.* the full and just sum of ——— *l.* of lawful money of *Great Britain*, and according to the value of money in *Great Britain*, being the said principal sum of ——— *l.* and the sum of ——— as and for three years interest thereof, after the rate of ——— *l.* for every 100 *l.* for a year, in manner following, that is to say, the sum of ——— *l.* part thereof, on the ——— day of ——— now next ensuing, the further sum of ——— *l.* other part thereof, on the ——— day of ——— which will be in the year

year of our Lord 1791, the further sum of ——— l. other part thereof, on the ——— day of ——— then next ensuing, the further sum of ——— l. other part thereof, on the ——— day of ——— which will be in the year of our Lord ——— the further sum of ——— other part thereof, on the ——— day of ——— then next ensuing, and the further sum of ——— being the residue and in full payment thereof, on the ——— day of ——— which will be in the year of our Lord ——— without making any deduction or abatement whatsoever, out of the said several sums or any part thereof, for or in respect of any taxes, rates, assessments, charges, payments or impositions whatsoever already taxed, charged, assessed or imposed or which, at any time hereafter may be taxed, charged, assessed or imposed upon the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the said sum of ——— l. intended to be hereby secured, or upon the said G. W. his executors, administrators or assigns, or any of them, for or in respect thereof by authority of parliament or otherwise howsoever, then and in such case and at any time from and after such payment as afore said shall be made to the said G. W. his executors, administrators or assigns he the said G. W. his executors, administrators or assigns, shall and will, upon the request and at the costs and charges of the said D. G. and R. S. their heirs or assigns, assign, transfer, release, surrender or make void the residue of the said two several terms of 1000 years and 1200 years in such manner as the said D. G. and R. S. their heirs or assigns, shall direct or appoint, And the said D. G. and R. S. for themselves severally and respectively, and for their respective heirs, executors and administrators, do, and each of them doth hereby covenant, promise, declare and agree, with and to the said G. W. his executors, administrators and assigns, by these presents, in manner following (that is to say) that they the said D. G. and R. S. or their respective heirs, executors or administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said G. W. his executors, administrators and assigns, the said sum of ——— l. at the days and times, and in the manner in the proviso herein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatsoever, to be made thereout or in respect thereof as afore said, and according to the true intent and meaning of the proviso or condition herein before for that purpose contained, and also that it shall and may be lawful to and for the said G. W. his executors, administrators and assigns, after default (if any shall happen to be made) in the payment of the said sum of ——— l. or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained, peaceably and quietly, as well into and upon the said manors or lordships, towns, messuages, lands, tenements, and hereditaments herein before first mentioned to be hereby assigned for the residue of the said term of 1000 years as afore said, as into and upon the said other manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before last mentioned to be hereby limited in use for the term of 1200 years as afore said respectively, with their and every of their respective rights, members and appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold, use, occupy, possess and enjoy, and the rents, and enjoy

Covenant for payment of the mortgage money,

that mortgagee may enter after default of payment,

free from incumbrances.

Further assurance.

issues and profits thereof to receive and take, to and for his or their own respective use and benefit for and during the continuance of the said two several terms of 1000 years and 1200 years respectively, without the lawful let, suit, trouble, denial, eviction or interruption whatsoever, of, from, or by the said *D. G. R. S. C. W.* and *W. F.* their respective heirs, executors, administrators and assigns, or either of them or any other person or persons whatsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise, by the said *D. G.* and *R. S.* their respective heirs, executors and administrators, or some or one of them, at all times thereafter, well and sufficiently saved harmless and kept indemnified, of, from and against all and all manner of former and other grants, bargains, sales, uses, trusts, jointures, dowers, intails, mortgages, judgments, estates, debts, titles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by them the said *D. G. R. S. C. W.* and *W. F.* or any other person or persons whatsoever, save and except as appears by these presents, and farther, that the said *D. G.* and *R. S.* their heirs, and all and every other person and persons whatsoever, having or lawfully claiming, or who shall or may at any time hereafter, have or claim any estate, right, title, trust or interest whatsoever, at law or in equity, of, into or out of the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parts thereof herein before mentioned to be hereby assigned or limited in use unto the said *G. W.* his executors, administrators and assigns, for the said respective terms of 1000 years and 1200 years as aforesaid, or any part thereof, by, from, under or in trust for them or any of them, as aforesaid, shall and will, at any time or times after default (if any) shall happen to be made in payment of the said sum of ——— *l.* or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained, upon the reasonable request of the said *G. W.* his executors, administrators or assigns, but at the costs and charges of the said *D. G.* and *R. S.* their heirs or assigns, make, do, acknowledge, levy, suffer and execute, and cause and procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and assurances in the law whatsoever for the further, better and more effectually granting, assigning, limiting, assuring and confirming all and singular the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby assigned and limited in use respectively, as aforesaid, unto the said *G. W.* his executors, administrators and assigns, for and during the residue and remainder of the said two several terms of 1000 years and 1200 years respectively, which shall be then to come and unexpired therein freed, released and discharged of and from the proviso herein before contained for redemption of the said premises, and all other right, title and equity of redemption whatsoever, and by such ways and means as by the said *G. W.* his executors, administrators and assigns, or his, their, or any of their counsel in the law shall in that behalf be advised and reasonably required, And it is hereby declared by and between the said parties to

these presents, and the true intent and meaning of them and these presents is, that the said *A. B.* and *C. D.* and the survivor of them, and his heirs, shall stand and be seised of all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before limited and appointed, granted, released, conveyed and confirmed respectively, or expressed and intended so to be, with their and every of their rights, members, and appurtenances, upon the several trusts, and to the several ends, intents and purposes herein after expressed and declared of and concerning the same (that is to say) upon trust that the said *A. B.* and *C. D.* and the survivor of them, and his heirs and assigns shall and do permit and suffer the said *D. G.* and his assigns, and such other person or persons as would have been intitled to the said hereditaments and premises herein before mentioned and intended to be hereby limited and appointed, granted, released, conveyed, ratified and confirmed, under or by virtue of the said in part recited indenture of lease and release, bearing date the ——— and ——— days of ——— and the recovery suffered in pursuance thereof, in case these presents had not been made, to receive and take the rents, issues and profits of all and every the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, until default shall be made in payment of the said sum of ——— *l.* as aforesaid, or some part thereof, and in case the whole of the said sum of ——— *l.* shall have been paid on or before the said ——— day of ——— which will be in the year of our Lord ——— then upon trust that the said *A. B.* and *C. D.* and the survivor of them or his heirs, do and shall, at the costs and charges of the said *D. G.* and *R. S.* or of their respective heirs, executors or administrators, and so as the said *A. B.* and *C. D.* and the survivor of them, and his heirs, be not compelled or compellable therefore to go or travel from their or his dwelling, convey and assure the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises expressed to be hereby appointed, granted and released, limited and assured unto and to the use of the said *D. G.* and *R. S.* their heirs and assigns, or as they shall direct or appoint, but in case the said sum of ——— *l.* or some part thereof, shall on the said ——— day of ——— remain unpaid or unsatisfied, and shall not be paid and satisfied within 40 days then next ensuing, then upon trust that they the said *A. B.* and *C. D.* or the survivor of them, or his heirs, do and shall, as soon after the said 40 days as conveniently may be, by the direction of the said *G. W.* his executors, administrators or assigns, and without the interposition or assent of the said *D. G.* and *R. S.* their heirs or assigns, or any of them, by public sale or auction, or private contract upon reasonable notice to be given for that purpose, make sale and absolutely dispose, either entirely, together or in parcels, of all and singular the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned and described, with their appurtenances as aforesaid, or of a sufficient part thereof, and the equity of redemption and inheritance thereof in fee-simple for the best price or prices in money that can then be reasonably had or obtained for the same, and do and shall, for that purpose, make and execute all such deeds, conveyances and assurances as they the said *A. B.* and *C. D.* or the survivor of them, or the heirs of such survivor shall think fit, and it

Trusts of the fee.

In trust for mortgagor till default of payment.

In default of payment in trust to sell,

and pay expenses of sale, is mortgage, &c.

is hereby agreed and declared that the said *A. B.* and *C. D.* and the survivor of them, his heirs, executors and administrators, shall and may, in the first place, out of the monies to arise by such sale or sales, retain, reimburse and pay themselves respectively, all such costs, charges and expences as they respectively shall or may sustain, expend or be put unto, by causing the said hereditaments and premises, or any part or parts thereof, to be sold, and in making out proper abstracts of the title thereto, to be delivered to the purchaser or purchasers thereof and otherwise, respecting or in any wise relating or incident to such sale or sales as aforesaid, or any act necessary to be done by them in pursuance of the trusts aforesaid, or of any covenant, clause, matter or thing herein contained or expressed, and then that the said *A. B.* and *C. D.* and the survivor of them, his executors or administrators, do and shall thereout pay to the said *G. W.* his executors, administrators or assigns, the said sum of ——— *l.* of lawful money of *Great Britain*, and according to the value of money in *Great Britain* or so much thereof as shall then remain unpaid, and all further interest then due and owing for the same, and after the several deductions and payments aforesaid, that then the said *A. B.* and *C. D.* or the survivor of them, his executors, or administrators, do and shall pay the residue (if any) of the money to arise by such sale or sales so to be made as aforesaid, after paying and discharging the costs and charges in or about or relating to the execution of the said trust, and the said sum of ——— *l.* and all interest then due and owing for the same, at the rate aforesaid, unto the said *D. G.* and *R. S.* their executors, administrators and assigns, and do and shall convey and assure such part or parts of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises expressed or intended to be hereby granted and released, limited and appointed as aforesaid, as shall then remain unsold and undisposed of, unto and to the use of the said *D. G.* and *R. S.* their heirs or assigns, or as he or they shall direct or appoint: *Provided always* and it is hereby agreed and declared by and between all the said last mentioned parties, that in the mean time and until the said hereditaments and premises shall be sold as aforesaid, a sufficient part of the rents and profits of such and so many of them as shall from time to time remain unsold, shall be applied and disposed of, in and for paying and discharging the interest of the said sum of ——— *l.* at the rate aforesaid, as and when such interest shall from time to time become due and payable, and that the residue of the said rents and profits shall be applied in discharge of the said principal sum of ——— *l.* or so much thereof as shall then remain unpaid; and for promoting and facilitating the sale of all and singular the premises aforesaid, it is hereby further declared and expressly agreed by and between the said *D. G.* *R. S.* and *G. W.* and the true intent and meaning of them and these presents, that the receipt or receipts of the said *A. B.* and *C. D.* or the survivor of them and his heirs, signed with their or his hands or hand, shall be sufficient discharge or sufficient discharges to the purchaser or purchasers of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted and released, limited and appointed as aforesaid, or any part or parts thereof, and his, her and their respective heirs, executors, administrators and assigns, for so much of the said purchase money for which such

Trustees receipt
to be a sufficient
discharge to
purchasers.

receipt

receipt or receipts shall be so given and signed as aforesaid, and that such purchaser or purchasers, his, her or their heirs, executors, administrators and assigns, shall not be obliged to enquire or know whether the sum of money and interest intended to be hereby secured as aforesaid, or any part thereof, are or is then owing, and that after such receipt or receipts shall be signed and delivered to the purchaser or purchasers, his, her or their heirs, executors, administrators or assigns, he, she or they, or his, her or their heirs, executors, administrators or assigns, shall not be obliged to see to the application of his, her or their purchase money, or to be answerable or accountable for any loss, misapplication or non-application of the sum or sums of money which in or by such receipt or receipts shall be acknowledged or expressed to be received, or any part thereof, And the said *D. G.* and *R. S.* for themselves severally and respectively, and for their respective heirs, executors and administrators, do, and each of them doth covenant, promise and agree with and to the said *A. B.* and *C. D.* their heirs and assigns, by these presents, in manner following, that is to say, that they the said *D. G.* and *R. S.* or such one of them or his heirs, as may be intitled to the said equity of redemption in the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted and released, limited and appointed as aforesaid, shall and will well and truly pay or cause to be paid unto all and every such respective person or persons, and his, her or their assigns, for and during the life or lives of any of them, such annuity or annuities, and all arrears thereon or any part thereof due, as the said *G. H.* by his last will and testament herein before recited, charged upon all his real and personal estates whatsoever and wheresoever, and which were afterwards by indentures of lease and release herein before recited, respectively bearing date the ——— and ——— days of ——— more particularly charged on certain hereditaments and premises therein particularly mentioned and described, of which the manors or lordships, towns, messuages, lands, tenements, hereditaments and premises expressed or intended to be hereby granted and released, limited and appointed as aforesaid, are part, free and clear of and from all taxes, charges and other deductions whatsoever, parliamentary or otherwise, at the days and times, and in manner and form as are limited or appointed for payment of the same; and also that they the said *D. G.* and *R. S.* their heirs, executors or administrators, or some or one of them, shall and will, from time to time, and at all times hereafter, save, defend, keep harmless and indemnify the said *A. B.* and *C. D.* their heirs and assigns, and every one of them, and the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises so appointed, granted, released, limited and conveyed to the said *A. B.* and *C. D.* their heirs and assigns as aforesaid, and every of them and every part thereof, and the said two several terms of 1000 and 1200 years respectively, of, from and against the aforesaid sum of ———*l.* appointed by the said above in part recited indenture, bearing date the ——— day of ——— to the younger children of the said *D. G.* as aforesaid, and all interest due or hereafter to grow due for the same, and every or any part thereof, and of, from and against all actions, suits, costs, charges, damages and expences which the said *A. B.* and *C. D.* or the said *G. W.* their heirs, executors, administrators

Not to see to application of money.

Covenant to pay outstanding annuities,

and indemnify the mortgagor against sums charged on said premises.

That the mort-
gagor seised in
fee.

Have full power
to convey.

That it shall be
lawful for the
purchasors to
enjoy

free from in-
cumbrances,

ministrators and assigns, respectively, or any of them, shall or may, any time hereafter, sustain, expend, or be put unto by reason or on account of the levying or raising the said sum of ——— l. or any part hereof, or the interest thereof; and also that they the said *D. G. and R. S.* some or one of them, at the time of sealing and delivering hereof, are or is lawfully, rightfully and absolutely seised, of the some or one of their demesnes as of fee, of and in the said manors or lordships, towns, messuages, lands, tenements and premises herein before mentioned to be hereby limited and appointed, granted, released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, of good, sure, perfect, absolute and indefeasible estate of inheritance in fee-simple in possession, without any reversion or remainder, true limitation, power of revocation, use or uses, or any other matter of restraint or thing whatsoever, to alter, change, charge, revoke, make void or lessen, incumber or determine the same; and also that they the said *D. G. R. S. P. R. and J. J.* at the time of the sealing and delivering of these presents, or some or one of them, have, or hath in themselves or himself, good right, full power, and lawful and absolute authority to grant, bargain, sell, release, limit, appoint, convey and assure all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted, released and appointed as aforesaid, with their respective rights, members and appurtenances, unto the said *A. B. and C. D.* and their heirs to the uses, upon the trusts, and to and for the intents and purposes and subject to the powers, provisoes, declarations and agreements herein before declared and expressed of and concerning the same, subject to the charges herein before recited, and that in case the said manors or lordships and other hereditaments and premises, or any part or parts thereof shall be sold in pursuance of the trusts herein before declared for the purpose, it shall be lawful for the purchaser or purchasers thereof, or her or their heirs and assigns from thenceforth, from time to time, and at all times for ever, peaceably and quietly to have, hold and enjoy the same and to receive and take the rents, issues and profits thereof, and every part thereof, to and for his and their own use and benefit, without lawful let, suit, trouble, hindrance, molestation, interruption or delay of, from or by them the said *D. G. R. S.* or the said *P. R. and J. J.* or any of them, or any of their heirs, or any person or persons whosoever, having or lawfully or equitably claiming, or who shall or may have or lawfully or equitably claim any estate, right, title, trust or interest, into or out of the said hereditaments and premises herein before mentioned and described, or any part thereof, by, through, from, under or in trust for the said *D. G. R. S. P. R. and J. J.* or either of them, or by, from, through or under the said *G. H.* deceased, or from through or under their or any of their right, title, estate or interest, and that free and clear, and freely and clearly and absolutely quitted, exonerated and discharged, or otherwise, by the said *D. G. and R. S.* their heirs, executors and administrators, saved, defended, kept harmless and indemnified, of, from and against all manner of former and other gifts, grants, bargains, sales, mortgages, annuities, jointures, dowers, thirds, right and title of dowers and thirds, and intails, rents and arrears of rents, statutes, judgments, recognizances and executions

executions, extents, debts due to the king's majesty, and all other debts, fines, charges or incumbrances whatsoever, made, done, committed or executed, or wittingly or willingly suffered by the said *D. G. R. S. P.* and *J. J.* or any of them, or by the said *G. H.* deceased, or any person or persons lawfully claiming by, from, through or under or in trust for them or any of them, or by, through or with their or any of their acts, deeds, means, consent, procurement, default or privity, except the several subsisting leases, and the annuities and respective sums of *£* ——— *l.* and ——— herein before recited to have been charged there- and for further assurance.

as aforesaid; and further, that if the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises mentioned to be hereby granted and released, limited and appointed as aforesaid, or any part or parts thereof, shall be sold in pursuance of the trusts herein before declared for that purpose, the said *D. G.* and *R. S.* and their heirs, and all and every other person and persons whomsoever, having or lawfully claiming, or who shall or may hereafter have or claim any estate, right, title or interest, of, in, to or out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parts thereof, by, from, through or under the said *D. G.* and *R. S.* or by, through or under the said *G. H.* deceased, or either of them, or by, through or under their or any of their right, title, estate or interest, other than except as aforesaid, shall and will, at any time or times after the same shall be sold and conveyed, at the requests, costs and charges of the purchaser or purchasers thereof, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every, or any such further or other lawful and reasonable act and acts, thing and things, devises, conveyances and assurances in the law whatsoever, for the further and better and more perfect and absolute granting, conveying and assuring, all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, and every part and parcel thereof, with their respective rights, members and appurtenances, and to the purchaser or purchasers thereof, his, her or their heirs or assigns, or as he, she or they shall direct or appoint, as by his, her or their, or any of their counsel learned in the law shall be lawfully and reasonably devised, advised and required; and also that in case the said hereditaments and premises, In case premises sold to enter in- for any part or parts thereof, shall be sold in pursuance of the trust herein sold to enter in- before declared for that purpose, they the said *D. G.* and *R. S.* or their to covenants with the pur- heirs if required, shall and will join in such sale, and execute the seve- chasor. ral conveyances of the premises to be sold unto the use of the purchaser or purchasers thereof, his, her or their heirs and assigns, or as he, she or they shall direct or appoint, and enter into all proper and reasonable covenants with the purchaser or purchasers, his, her, or their heirs or assigns, for the title, possession and further assurance of the premises so to be sold; nevertheless it is hereby agreed and declared, that the joining of the said *D. G.* and *R. S.* or their heirs, in any such sale or sales, conveyance or conveyances, so to be made and executed as aforesaid, shall not in any wise be deemed essential or necessary to perfect the title of the purchaser or purchasers of any part thereof, the same being intended for the further satisfaction only of such purchaser or purchasers; Provided always, and it is hereby agreed and declared, that the said *A.* Trustees to be *B.* and chargeable only

with such sums
as they respec-
tively receive.

B. and C. D. and each of them and each of their respective heirs, executors and administrators, shall be charged and chargeable only for and with their respective receipts, payments, acts and wilful defaults, and shall not be charged or chargeable with, or answerable or accountable for any sum or sums of money, other than such as shall by the means herein before mentioned, actually come to their respective hands, the joining in any receipt or receipts for the sake of conformity notwithstanding, nor shall any or either of them be accountable or answerable for the other or others of them, but each of them for his own acts and receipts only, nor shall they or any of them be accountable or answerable for any loss or damage which shall happen by depositing or placing the trust monies to arise by such sale or sales, to be made as aforesaid, or any part thereof, in any bank or bankers' hands, or elsewhere for safe custody or otherwise howsoever, in the execution of the aforesaid trust save such only as shall happen by or by reason or means of his or the respective wilful act, neglect or default; and the said *D. G.* and *R. S.* do, and each of them doth by these presents, grant unto the said *A. B.* and *C. D.* and their heirs, all deeds, evidences, muniments and writings, touching and concerning all and singular the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before mentioned and described, or any of them, or any part thereof, and which do not also relate to other hereditaments of greater value, which they the said *D. G.* and *R. S.* or either of them have or hath in their or either of their hands, custody or power, or which the or either of them can have or come by without suit at law or in equity, and true and attested copies of all such other deeds, evidences, muniments and writings touching or concerning the said manors, lordships, towns, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof, and which relate also to other hereditaments of greater value, such copies as shall be required before or at the time of the execution of these presents, to be made and written at the costs and charges of the said *D. D.* and *R. S.* and all future copies to be made and written at the costs and charges of the said *A. B.* and *C. D.* their heirs or assigns; And whereas in and by the said indenture of release of the _____ day of _____ herein before mentioned and referred to, a statute-staple bond acknowledged by *B. D.* on the _____ day of _____ before the mayor and constable of _____ to *F. R. R.* esq; in the penalty of _____ *l.* for securing _____ *l.* and interest, and also a judgment obtained by *O. M.* against the said *B. D.* for _____ *l.* besides costs, for securing _____ *l.* and interest, afterwards vested in *A. L.* esq; and also a judgment obtained by the said *A. L.* esq; against the said *B. D.* in _____ term, _____ for _____ *l.* for better securing to the said *A. L.* the said sum of _____ *l.* and interest; and also a judgment obtained by *A. G.* against the said *B. D.* in _____ term, _____ for _____ *l.* for securing _____ *l.* and interest and also a judgment obtained by _____ against the said *B. D.* in _____ term, _____ for securing _____ *l.* and interest; and also two several judgments obtained by *D. W.* against the said *B. D.* in _____ term, _____ for _____ *l.* each, and also two several judgments obtained by the said *D. W.* in _____ term, _____ against the said *B. D.* one for _____ *l.* and the others for _____

Grant of title
deeds.

Assignment of
a statute-staple,
&c. to protect
inheritance.

and also a judgment obtained by J. R. in ——— term, ——— against the said D. B. for ——— l. were assigned to J. L. and S. T. their executors, administrators and assigns, in trust for the said B. R. and M. P. and their heirs, in order to protect the said premises from all mesne charges or incumbrances, if any such there were; *And whereas* in and by the said indenture of release bearing date the ——— day of ——— herein before partly recited, they the said D. G. and R. S. did thereby direct, that they the said T. G. and S. G. their executors and administrators, should stand and be possessed of the said statute-staple, and the several judgments herein before mentioned in trust, as to the several hereditaments and premises herein before granted and released, limited and appointed, for the said G. W. and W. F. their executors, administrators and assigns, for better securing to them the payment of the said recited sum of ——— l. and subject thereto in trust, to attend the inheritance of the said premises; *Now this Indenture witnesseth*, that for the considerations aforesaid, and for and in consideration of the further sum of 5 s. of like lawful money of Great Britain, to the said T. L. and S. C. in hand paid by the said A. B. and C. D. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, at the desire and by the direction as well of the said D. G. and R. S. as of the said C. W. and W. F. testified by their respectively signing and sealing this indenture, they the said F. L. and I. W. have granted, bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth grant, bargain, sell, assign, transfer and set over, unto the said A. B. and C. D. their executors and administrators, the said statute-staple and the several judgments herein before mentioned, and all the benefit thereof, and all sum and sums of money secured thereby or recoverable thereupon, and all powers and remedies which they the said T. L. and S. G. or either of them, have or hath, or ever had, for recovery of the same monies, or for suing out executions upon, or otherwise prosecuting the said judgments; to have, hold and enjoy the said statute and the several judgments herein before mentioned to be hereby assigned, and all the benefits thereof, unto the said A. B. and C. D. their executors, administrators and assigns, absolutely for ever in trust for the said G. W. their executors, administrators and assigns, absolutely for ever in trust for the said G. W. his heirs and assigns, to be by him or them at all times hereafter made use of for protecting and preserving the said hereditaments and premises by these presents herein before limited and conveyed, of and from all manner of mesne charges and incumbrances if any such there be, and the said T. L. and S. G. do; and each of them doth severally and respectively, and not jointly or the one for the other of them, but each of them for himself and his own heirs, executors and administrators, covenant, promise and agree, to and with the said A. B. and C. D. their executors, administrators and assigns, that they the said T. L. and S. G. have not at any time heretofore, done or committed any act, matter or thing whatsoever, by means whereof the said statute-staple and judgments hereby assigned or expressed and intended so to be, or any of them is, are, shall or may be assigned, discharged, vacated or incumbered in any manner whatsoever; *And this Indenture further witnesseth*, that for the more effectually securing the payment of the said sum of ——— l. and the interest thereof, at the

Covenant that
trustees have
not assigned,
&c.

Covenant to
postpone former
charges to pre-
sent mortgage.

Covenant that mortgage may possess till default of payment.

Covenant to receive lower interest if duly paid.

rate aforesaid, to the said *G. W.* his executors, administrators and assigns, at the times and places and manner aforesaid, the said *D. G.* doth hereby covenant, promise and agree, to and with the said *G. W.* his executors, administrators and assigns, that whilst the said sum of ———— *l.* and the interest thereof, or any part thereof, respectively, shall be due and owing on the present mortgage or security, he the said *D. G.* shall and will consent and agree, and he doth hereby consent and agree, that the said sum of ———— *l.* and the interest thereof, at the rate aforesaid, shall take place of, and be paid before the said sum of ———— *l.* admitted to be owing and due to the said *D. G.* in the said herein before in part recited report, made on the ———— day of ———— and that the payment of the said sum of ———— *l.* shall be postponed until the said sum of ———— *l.* and the interest thereof, at the rate aforesaid, shall be paid and discharged, so as to give the said sum of ———— *l.* and the interest thereof, priority, as to the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises, to the said sum of ———— *l.* and also that the said *D. G.* his executors, administrators or assigns, shall not claim the said sum of ———— *l.* out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premises herein before granted and released, until the said sum of ———— *l.* and the interest thereof, at the rate aforesaid, be fully paid unto the said *G. W.* his executors, administrators or assigns; and it is hereby further declared and agreed, by and between the said parties to these presents, that until default shall happen to be made in payment of the said sum of ———— *l.* or some part thereof, contrary to the proviso and covenant herein before in that behalf contained, it shall and may be lawful to and for the said *D. G.* and his assigns, and for the other person and persons, who under or by virtue of the said in part recited indentures of lease and release and recovery, would have been intitled to the said hereditaments and premises mentioned and intended to be hereby granted and released, in case these presents had not been made; to have, hold, occupy, possess and enjoy the said hereditaments and premises, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, molestation or interruption whatsoever, of, from or by the said *G. W.* his executors, administrators or assigns, or any of them, the said term of ———— years herein before assigned and limited in use, unto the said *G. W.* his executors, administrators and assigns, or any other thing herein before contained to the contrary thereof in any wise notwithstanding, And he the said *G. W.* doth hereby for himself, his heirs, executors and administrators, covenant and declare to and with the said *D. G.* his heirs, executors and administrators, that if be the said *D. G.* his heirs, executors or administrators, do and shall yearly and every year, from time to time, and for so long time as the said principal sum ———— *l.* or any part thereof shall remain due and owing to the said *G. W.* his executors, administrators and assigns upon this present mortgage and security, well and truly pay or cause to be paid unto the said *G. W.* his executors, administrators or assigns, by equal half yearly payments, upon every ———— day of ———— in every year, or within two calendar months next after every of the same respective half yearly

yearly days of payment, the yearly sum of _____ l. of lawful money of Great Britain, (being after the rate of _____ l. for every 100 l. yearly) and so proportionably and after that rate for so much of the said sum of _____ l. as shall then remain due and owing, then and in such case, and not otherwise, he the said G. W. his executors, administrators and assigns, shall and will, from time to time, receive and accept of the same in lien and full satisfaction of and for the interest of the said principal sum of _____ l. after the rate of _____ l. for every 100 l. yearly, herein before provided and covenanted to be paid for the principal sum; and shall and will, from time to time, give receipts and discharges for the same accordingly, as if the whole interest of the said _____ l. after the rate of _____ l. for the hundred, yearly, were actually paid, any covenant, proviso or agreement herein before contained to the contrary thereof notwithstanding; And whereas the said D. G. hath executed a bond or obligation bearing even date with these presents, and entered into by him the said D. G. to the said G. W. in the penal sum of _____ l. conditioned for the payment of the sum of _____ l. at the places, times and manner therein expressed, to the said G. W. his executors, administrators or assigns, and also duly executed a warrant of attorney for confessing a judgment thereon, is intended to be entered up in his majesty's court of king's bench at Westminster, as of Trinity term last, or of some other subsequent Trinity term, *This Indenture further witnesseth*, and it is hereby declared and agreed by and between the said parties to these presents, that the said sum of _____ l. secured by the said bond is the same sum of _____ l. as is meant and intended to be secured by these presents as aforesaid, and that the said judgment upon the aforesaid bond to the said G. W. is intended to be entered up, and the said G. W. his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantage arising and to be had or taken thereby as a collateral security only, and for the better and more effectual payment of the said sum of _____ l. to the said G. W. his executors, administrators and assigns, at the several days and times, and in the manner herein before appointed for the payment thereof, and that no execution or executions shall be issued or taken out upon the said judgment, until some one half yearly payment of the said sum or any part thereof shall be in arrear for the space of two calendar months next after some or one of the said days herein before limited and appointed for payment thereof, provided always and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents of the said parties hereto, is, and the said G. W. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said G. W. his executors, administrators and assigns, that when and so often as the said half yearly payments or any part thereof, shall be behind and unpaid by the space of two calendar months next over or after any or either of the said days and times herein before mentioned or appointed for payment thereof, that then and so often, and in every such case it shall and may be lawful to and for the said G. W. his executors, administrators and assigns, to sue out such execution or executions upon or by virtue of the said judgment herein before mentioned as he or they shall think fit or be

Bond and judgment for securing same sum.

advised for the recovery of the arrears of the said half yearly payments, and all costs and charges which the said *G. W.* his executors, administrators and assigns, or any of them shall bear, pay, sustain or be put unto by or by reason or means of the nonpayment of the same half yearly payments or any part thereof, and that it shall not be necessary for the said *G. W.* his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record, for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary, and that the said *D. G.* shall not or will have, take or receive any advantage for want of reviving or keeping the said judgment on foot.

J. J. P.

Order

Order.

An Order from Executors to a Mortgagee to pay (after deducting his Principal and Interest) the Surplus that the Premises amount to, to the Assignees of the Commission of Bankruptcy awarded against the Deceased.

KNOW, &c. that we *A.* and *B.* executors of the last will of the within named *P.* Do by these presents order and direct the within named *C.* to, and consent that he do pay unto *D.* and assignees, by virtue of a commission grounded upon the several statutes made concerning bankrupts, awarded against *Q.* the partner of the within named *P.* the sum of ———— *l.* of lawful, &c. being the full purchase money for the tallies within assigned, after allowing to the said *C.* his full principal money and interest: And we the said *A.* and *B.* executors and administrators, jointly and severally covenant, promise and agree, to and with the said *C.* that we the said *A.* and *B.* our executors and administrators, nor any of us, nor any by or through our means or privity, shall or will at any time hereafter sue or prosecute the said *C.* his executors, administrators or assigns, for or concerning the tallies within assigned, or any thing relating thereunto, nor shall or will claim any other benefit or advantage by or upon the covenant within contained from the said *C.* for his resigning the said tallies or orders, or any equity or benefit of redemption to be thereupon had or taken; but of and from the said covenant, and the proviso or condition within contained, and all suits, claims and demands, in law and equity, concerning the same, we the said *A.* and *B.* executors as aforesaid, do hereby acquit, release and discharge the said *C.* his executors, administrators and assigns for ever, by these presents. *In Witness, &c.*

Parcels, or the Things conveyed with Exceptions.

Arable Land in a common Field.

A L L that one piece of arable land, being six ridges and about an acre, lying in a field called the *West-Field*, within the said parish of *D.* in a place of the said field called the *Moors*, between the arable lands of *L. M.* and *N. O.* North and South.

See the *General Words* at the end of this title, and at the words *meadow, plantation.*

Brewhouse.

A L L that his brew-house, with all and singular the appurtenances called *N.* situate, &c. in *D.* in the parish of *F.* in the county of *G.* together with all manner of vessels and utensils to the said brew-house belonging, or in any wise appertaining, *viz.* Two horse-mills, &c. (and so set down the rest): Or thus: And all the rest of the goods in the schedule annexed mentioned; Or, together with all manner of vessels and utensils for brewing, and otherwise, contained in certain schedule hereunto annexed.

A Close.

A L L that one close of mead ground, (or pasture-ground, or arable-ground) situate, lying, and being in *D.* in the county of *A.* commonly called or known by the name of *G. Meadow*, being by estimation five acres, or thereabouts, now in the occupation of the said *B.* or of his assigns.

Common.

ALL such like common of pasture and feeding for cattle in such commons, wastes, and commonable places, as the said *A. B.* or any other tenant or occupier of the said premisses hath, or at any time heretofore have used to have or take by any usage or custom, for or by reason of the said messuage, or tenement and premisses, or any part thereof, and also common of pasture for eight beasts in the common called ——— and pasturage and feeding for one cow yearly, and for one beast called a yearling, every second or other year, in a place called the Moor in *W.* aforesaid; and all such and the like, and as large common of pasture, going, feeding and depasturing of and for such horses, &c. and sheep, and other commonable cattle levant and couchant, and to be levant and couchant in and upon the same premisses, or any part thereof, in and upon and over all the waste grounds, and other the commonable grounds and places in *D.* aforesaid, or elsewhere within the manor of *H.* as the said *E. P.* the immediate tenant in possession, doth now usually take, for or by reason of the premisses.

Cottage.

ALL that cottage or tenement in *D.* aforesaid, wherein one *K. N.* doth now dwell, and the garden and orchard thereunto adjoining and belonging, the which the said *A. B.* did purchase of one *O. P.*

Custom-Wood.

AND twelve loads of custom-wood yearly to be taken in the custom-woods of the manor of *B.* by the tenants of the said messuage.

Dye House.

ALL that messuage of the said *A. B.* commonly used for a dye-house, with all the coppers, fats and other utensils now being in the house, and used and occupied to and with the same; and also all other the dwelling-houses and other rooms, with the appurtenances, as the same late were in the use or occupation of *S. T.*

Farm.

Parcels.*Farm.*

ALL that his farm called *L. Farm*, situate, &c. within the parish of *D.* containing about — acres of land, meadow and pasture now in the tenure or, occupation, &c.

Fish-Ponds.

ALL those his three pools, ponds and dams in *H.* in the county of *G.* whereof one is called — the other is called — and the third is called — and are parcel of — all which said pools and dams, &c. the said *A. B.* hath and holdeth of the demise and lease of, &c.

Free-Rent.

ALL that free rent of 12 *d.* issuing out of certain lands and tenements in *D.* in the county of *G.* now in the tenure of *H. J.* and being the inheritance of the said *H. J.*

Granges.

ALL that his grange called *D. Grange*, with the rights, members and appurtenances thereunto belonging, situate, lying and being in the parish of *D.* in the county of *K.* now in the tenure or occupation of —

Half-Plough or Half-Hide of Land.

ALL that his half plough or half-hide of land, situate, &c. now in the occupation, &c.

Honours

Honours, &c.

ALL those the honours, isles, islands, baronies, villages, towns, castles, seigniories, manors, granges, fold-courtes, farms, knights-tees, ox-gangs, forests, parks, warrens, messuages, lands, meadows, pastures, woods, moors, marshes, furzes, heaths, commons, common of furze, fishings, advowsons, hundreds, ways, ferries, franchises, rents, advowsons in gross, vicarages, rivers, mines, and all other the lands, tenements and hereditaments of the said *A. B.* situate, lying and being within the county of *G.*

Inn.

ALL that messuage of the said *A. B.* situate, &c. called or known by the name of the *George Inn*, together with all and singular the yards, gardens, stables, orchards, easements, and appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the occupation of *S. T.*

A Manor, with the General Words.

ALL that the manor of ——— with the rights, members and appurtenances thereof in the county of ——— (except as is herein after excepted) and all and singular messuages, lands, tenements, meadows, closes, wastes, waste-grounds, rents, services, royalties, privileges, franchises, liberties, courts, perquisites and profits of courts, and hereditaments whatsoever, to the same manor belonging, or in any wise appertaining, (except as is herein after excepted;) and all that messuage, &c. together with all and singular houses, out-houses, edifices, buildings, barns, stables, dove-houses, yards, orchards, gardens, back-sides, cottages, home-stalls, home-closes, lands, leys, haies, bulks, meadows, pastures, feedings, closes, inclosed grounds, commons and common of pasture, common of furze, tiths, common of turbary and estovers, trees, walks, woods, underwoods, wastes, waste ground, weirs, waters, fishings, fisheries, courts-leet, views of frankpledge, courts baron, warrens, goods and chattels of felons, estrays, liberties, rights, royalties, privileges, jurisdictions, profits, commodities, advantages, estovers and hereditaments whatsoever to the said manor, messuage mill, closes, meadows, lands, hereditaments and premises, belonging or in any wise appertaining, or therewith now or late used, occupied

General words.

occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or thereunto belonging (except, and out of these premises always reserved, all that, &c.) And the reversion and reversions, remainder and remainders, and all and singular the yearly and other rents, issues and profits of all and singular the said premises, and of every or any part or parcel thereof, (except, &c. And also all the estate, right, title, interest, inheritance, use, trust, possession, reversion, property, claim, and demand whatsoever in law and equity of them the said *A. B.* and *C.* and either or any of them, or of any other person or persons, in trust for them, or any of them, or for their or any of their use and uses, of, in, to and out of the said manor, &c. and all and singular other the premises herein before mentioned or intended to be hereby granted, released and confirmed, with their and every of their appurtenances, and every part and parcel thereof, by any ways or means, right or title whatsoever and howsoever; together with all and singular deeds, evidences, muniments, counterparts of leases, and other writings whatsoever touching or concerning the said premises only, or any part thereof, which now are in the hands, custody or possession of the said *A. B.* and *C.* or any of them, or of any other person or persons in trust for them or any of them, or for their or any of their use or uses, or which they or any of them, can come by, without suit at law or in equity, and likewise true copies to be made at the charges of the said *D.* and *E.* their heirs and assigns, of all such other deeds and writings which concern the said premises, or any part thereof, jointly with any other messuages, lands and tenements.

Manor.

AL L that the manor of *H.* with the appurtenances in ——— now or late in the tenure or occupation of the said *A. B.* and all and singular the messuages, granges, mills, tofts, cottages, curtilages, dove-houses, barns, buildings, gardens, orchards, lands, meadows, pastures, feedings, parks, commons, woods, underwoods, rents, reversions, and all and all manner of tythes, of what kind or nature soever they be; and also all fee-farms, waters, fishings, furze, heaths, marshes, ways, wastes or void grounds, escheats, reliefs, heriots, courts, profits of courts-leet, and views of frankpledge, and all that to the same courts and views of frankpledge doth appertain, goods and chattels waived and strayed, goods and chattels of felons, fugitives and outlawed persons, fines, amerancements, liberties, privileges and all other profits, commodities and advantages in *H.* aforesaid, and elsewhere within the said county of ——— to the said manor belonging, or in any wise appertaining, or accepted, reputed or taken as part, parcel, or member of the same manor, in as large and ample manner, as the said *A. B.* hath the same.

meadow

Partels.

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Meadow Ground in a common Mead.

ALL that piece of meadow-ground of about one acre, lying in a common mead called the *Great Mead* in *D.* in the county of *G.* between the pieces of meadow-ground of *L. M.* and *N. O.* East and West.

Messuage, Garden or Orchard and Lands, &c.

ALL that messuage or tenement with the appurtenances, in *W.* in the county of *W.* wherein one *L. S.* doth now dwell, and all the gardens, orchards, lands, meadows, pastures, woods, underwoods, tenements and hereditaments to the said (last mentioned) messuage or tenement belonging or in any wise appertaining, or therewith usually occupied and enjoyed; all which are now in the occupation of _____ as undertenant of the said *A. B.* and are of the value of _____ *l.* a year, or thereabouts.

The like.

ALL that capital messuage or manor-house in *W.* in the county of *G.* wherein the said *C. D.* now dwells, and all the houses, buildings, courts, outlets, gardens and orchards thereunto belonging or appertaining; and all the lands, meadows, pastures, woods and grounds belonging or appertaining unto the same, which are hereafter particularly mentioned; (that is to say) one clove of meadow, &c.

The like.

ALL that messuage or tenement, with the appurtenances, situate, lying and being within the parish of *D.* in the county of *G.* and called by the name of *C.* wherein one *S. T.* now dwelleth, and one croft called *S.* and 30 acres of land thereunto belonging or appertaining, lying and being within the said parish of *D.*

The

The like.

A L L that messuage or tenement, with the appurtenances, situate, lying and being in *C.* in the parish of *S.* in the said county of *G.* now in the occupation of *E. P.* or wherein, the said *E. P.* now dwells, and late in the occupation of one *W. P.* and all houses, edifices, &c. containing in the the whole by estimation half a yard-land, or thereabouts, and namely, and more particularly one garden, &c.

The like.

A L L that capital messuage, farm or mansion-house, commonly called *Howard House*, otherwise called the late dissolved *Charter House*, situate and being within the county of *M.* with all and singular the rights, members and appurtenances thereunto belonging and appertaining, and all that garden, and orchard thereunto likewise belonging or appertaining, lying on the West side of the said messuage, and all that parcel of land and ground adjoining the said orchard, and commonly called the church-yard.

Mills, &c.

A L L those two water-grist or corn-mills, and one fulling-mill, with the appurtenances, situate, lying and being in *D.* in the county of *G.* now in the occupation of *S. T.* or of his assigns, and 40 acres of land, meadow and pasture to the same adjoining, and usually occupied therewith, and all the waters, water-courses, ponds, flood-gates, weirs, fishings, commodities and advantages thereunto belonging and appertaining.

Mines and Quarries.

A N D all the mines and quarries of iron, brass, tin, coal, lead and stone, in and upon the said premises.

Moiety of Messuages, Lands, &c.

A N D one moiety or half-part of all his messuages, and of all the lands, tenements and hereditaments, of his, situate, &c.

Moiety

Moiety of a fourth Part of Premises

ONE full moiety or half-part of the said fourth part of all and singular the premises so purchased by the said *A.* of and from the said *K.* and *L.* for the said sum of ——— *l.* as afore said; And all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, benefit, claim and demand whatsoever, both in law and equity, of him the said *A.* of, in, to and out of the same moiety of the said fourth part of the same premises, or any part thereof.

Ox-gang of Land.

ALL that his ox-gang of land, situate, &c. in *D.* within the county of *G.* now in the tenure or occupation, &c.

A Park lately disparked.

ALL that park or inclosed ground sometime used as a park, and now or lately disparked, commonly called or known by the name of *H.* park in the county of *R.* with the rights, members and appurtenances thereof, and all houses and lodges therein or thereunto belonging.

Plantations in Barbadoes.

ALL that the upper plantation, land or ground of him the said *A.* commonly called or known by the name of *K. Hall*, situate, lying and being in the parish of *L.* in the said island of *B.* and containing by estimation 396 acres, or thereabouts, be the same more or less; And also all messuages, tenements, edifices, erections, buildings, houses, store-houses, sugar-houses, boiling-houses, curing-houses, still-houses, mills and kilns, erected, built, standing or being, or to be erected, built, standing or being in or upon the said plantation, land, ground, hereditaments and premises, every or any part thereof, with their and every of their rights, privileges, members and appurtenances; And also all negroes and slaves, men, women and children, and the increase and progeny of the same negroes and slaves, And also all horses, cows, oxen, sheep and other cattle whatsoever; And all coppers, stews, ladles, skimmers, potting-basons, sugar-pots, stills, still-heads, worms, worm-tubs, coolers, cisterns, plantation-tools, and all other implements, goods and chattels whatsoever to the said messuages, buildings, plantation, land, ground, hereditaments and premises, hereby or mentioned and intended

Parcels.

ed to be hereby granted and released, every or any of them, or any part thereof, belonging or in any wise appertaining, or with them or any of them used, occupied, possessed and enjoyed; *And also* all other the messuages, buildings, lands, ground and hereditaments whatsoever of him the said *A.* situate, lying and being in the said parish of *L.* in the said island of *B.* with their and every of their appurtenances, (*Except* and always reserved out of these presents, and the grant and conveyance hereby made, or intended to be made, *All* that small slip or parcel of ground of him the said *A.* lying and being in the said parish of *L.* but being part of and used and enjoyed with the lower plantation, lying in the parish of *M.* in the said island of *B.* and all erections, buildings, hereditaments, plantations, tools, implements and appurtenances whatsoever upon the said excepted small slip or parcel of ground, or any part thereof, now being thereunto belonging or appertaining, or therewith used and enjoyed); *All* which said messuages, buildings, plantation, lands, grounds, negroes, slaves, cattle, utensils, hereditaments, and other the premises hereby mentioned or intended to be hereby granted and released (except before excepted) are now in the actual possession of the said *F.* by virtue of a bargain and sale to him thereof made by the said *A.* for the term of one whole year, in consideration of *5 s.* to him paid by the said *F.* in and by one indenture, bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession, made and provided; *And* the reversion and reversions, remainder and remainders, rents, issues, profits and produce thereof, and of every part and parcel thereof: *And also* all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity of him the said *A.* of, in, to or out of the said messuages, buildings, plantation, lands, grounds, negroes, slaves, cattle, utensils, hereditaments, and other the premises hereby mentioned or intended to be hereby granted and released, or any of them, or any part or parcel thereof (except before excepted); *And also* all deeds, evidences, writings and records whatsoever, touching or in any wise concerning the same premises, or any part thereof, which he the said *A.* now hath in his custody, or can come by without suit in law.

Plow-Land or Hide-Land.

ALL that his plow-land or hide-land, situate, &c. in *D.* now in the occupation of *L. M.*

Prebend, Rectory and Parsonage.

ALL that the prebend, rectory and parsonage of *G.* aforesaid, in the county of *H.* with all the portions of *Q.* and *R.* in the said county of *K.* and all messuages, cottages or tenements, glebe lands, lands, meadows, pastures, feedings, tithes, obligations, obventions, profits, waters, fishings, temporal courts, perquisites and profits of courts, liberties,

berties, franchises, services and hereditaments whatsoever, to the said prebend, rectory or parsonage, or either or any of them, in any wise appertaining, or therewith then or thenceforth held, used, occupied or demised, as part, parcel or member thereof, (*Except* and always reserved unto the said *F.* and his successors, prebendaries of the said prebend of *G.* the spiritual courts and jurisdictions ecclesiastical, and the advowson, donation and free disposing of the vicarage of the parish church of *G.* aforesaid, when and so often as the same should become void). Exception.

Rectory, Tithes and Advowson.

ALL that the rectory, parsonage and other glebe-lands of *H.* aforesaid, and all and every the tithes of corn, grain, hay, wool, lamb, milk, calf, and other the tithes both predial and personal whatsoever, yearly coming, growing, arising, renewing, accruing or increasing, within the town, field, precinct or titheable places in the parish of *H.* aforesaid; and also the advowson, gift, free disposition and right of patronage of the rectory and church of the manor of *H.* aforesaid.

Third Part of a Close.

AND the third part, or one part in three parts to be divided, of all that his own close of meadow or pasture, lying, &c. and commonly called or known by the name of *P.* mead.

Warren.

ALL that warren called *B.* heath warren in *H.* aforesaid, in the county of *G.* bounded as following, between the field of *L. M.* lying on the West side thereof, and the close of *K. T.* on the East side thereof, &c. and the liberty of feeding, keeping and killing of conies of and within the said ground called *B.* heath.

Woods.

ALL those several parcels of wood and coppice, and the several and respective soils there, and the wood-land hereafter mentioned and expressed, with their and every of their appurtenances, lying and being in *T.* in the said county of *G.* or within some other place or places within the said county of *G.* that is to say, one parcel of wood, commonly called by the name of ——— and containing by estimation five acres, &c.

Yard.

Yard-Land.

ALL that his yard-land, situate, &c. now in the occupation, &c.

General Words.

AND all houses, edifices, buildings, barns, gardens, orchards, lands, curtilages, yards, meadows, pastures, feedings, ground, common of pasture, inclosures, wastes, waste-grounds, woods, underwoods, trees, hedges, hedge-rows, tithes, oblations, obventions, ways, waters, water-courses, folds, easements, profits and advantages whatsoever, held, used, occupied, demised, or enjoyed, to or with the said messuage or tenement and premises, or any part thereof, thereto belonging or appertaining, or therewith held or enjoyed, or to or with the same, every or any of them, belonging or appertaining, or accepted, reputed, taken, known, demised or letten, as part, parcel or member of them.

AND the reversion and reversions, remainder and remainders, of all and singular the premises, with the appurtenances.

AND all rents, reversions, yearly and other profits whatsoever, reserved, due or payable, or which may happen, upon or by virtue of any demise or grant heretofore made of the premises, or any part thereof.

AND all the estate, right, title, use, possession, claim and demand whatsoever, of him the said *A. B.* of, in and to the said manors, messuages and premises, or of, in, or unto every or any part thereof.

Deeds.

AND the said *A. B.* doth further, for the consideration aforesaid, give, grant, bargain and sell unto the said *C. D.* his heirs and assigns for ever, *All* and every the deeds, evidences and writings whatsoever, in his possession, or which he can come by without suit in law or equity, touching or in any wise concerning only the said premises, or any part thereof only, and also the true copies of all other deeds, evi-
dences

dences and writings, which with or amongst other lands or tenements, do touch or concern the premisses, or any part thereof, the same to be written and copied at the only costs and charges of the said *C. D.* and his heirs and assigns; all which the said *A. B.* doth for himself and his heirs hereby covenant to and with the said *C. D.* to deliver or cause to be delivered to the said *C. D.* his heirs or assigns, within convenient time after request made, in as good condition as they now are.

Or thus briefly.

AND all deeds, evidences and writings touching or concerning the said premisses only, or only any part thereof.

Recital.

ALL which premisses were heretofore in the possession of one *L. M.* and by him conveyed to *O. B.* and his heirs, by whom the same were after conveyed to the said *A. B.* and his heirs.

Partition.

Partition.

An Indenture of Partition of a Garden between Tenants in Common.

Lease to the
partners

of ground or
garden plot, and
the buildings
thereon.

Tenants in
common want
partition.

The same
agreed to be
made.

The partition.

H. T.'s share.

THIS Indenture, made, &c. Between H. T. of, &c. of the one part, and H. H. of, &c. of the other part, Witnesseth, that whereas dame D. S. of, &c. widow, by indenture of lease, bearing date, &c. hath for the term of, &c. commencing from the feast-day of, &c. and for the yearly rent of, &c. thereby reserved, to be due and payable at the four most usual feast-days or terms in the year, that is to say, &c. or within six days next ensuing every of the said feast-days, by even and equal portions, demised, granted and to farm letten unto the said H. T. and H. H. their executors, administrators and assigns, All that piece or parcel of ground or garden-plot, situate, lying and being in, &c. as it was then agreed to be reserved, containing in length from North to South, &c. and in breadth from East to West, &c. which said piece or parcel of ground lieth near, &c. and adjoineth also unto, &c. and also all building made or set up in, or upon the said piece or parcel of ground or garden-plot, or any part thereof, and all profits, commodities and appurtenances whatsoever to the same premisses, or any part thereof, belonging or in any wise appertaining, together with free ingress, egress and regress, in and through the king's highway there only unto and from the said piece or parcel of ground, as in the said recited indenture of lease, wherein also divers other covenants, grants, articles and agreements are contained, relation being thereunto had, may more fully and at large appear; And for that the said piece or parcel of ground or garden-plot, doth now, by force and virtue of the said recited indenture of lease, remain as the proper goods and estate of the said H. T. and H. H. in common, without any partition or division, which is not the meaning of them, or either of them, but contrariwise, that they and each of them, their and each of their executors, administrators and assigns, should and shall from henceforth be and remain sole and proper owners of their several parts of the said piece or parcel of ground or garden plot, and such edifices and buildings as now are thereupon erected, built and set up, at the equal charges of the said H. T. and H. H. And the said H. T. and H. H. are contented and agreed that perfect partition and division shall be made of the said piece or parcel of ground and premisses by the said recited indenture of lease demised, and such edifices and buildings as thereupon are erected, built and set up, in such manner and form as hereunder is expressed, that is to say, That the said piece or parcel of ground, and such edifices and buildings as thereupon are erected, built and set up, shall be divided in the midst by a strait line directly drawn from the North to the South; and that the said H. T. his, &c. shall have and enjoy all that Easterly half part

the said ground and buildings which are situate and being towards, &c. and that the said *H. H.* his, &c. shall have and enjoy all the Westerly half part of the said piece or parcel of ground and buildings, which are situate and being towards, &c. and free ingress, egress, regress, course, recourse, passage and way unto and from the same, by and through the gate there standing and being on the East part of the said piece or parcel of ground at the North end thereof, and so directly overthwart the ground mentioned and appointed to be part of and belonging to the said *H. T.* from time to time, and at all times hereafter, and until the end, expiration or other determination of so many years of the said term of, &c. as are now to come and unexpired, in and by the said recited indenture of lease mentioned to be granted as aforesaid:

And the said *H. T.* &c. doth covenant, &c. to and with the said *H. H.* his, &c. doth covenant, &c. to and with every of them, by these presents, in manner and form following, that is to say, that he the said *H. H.* his, &c.

shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Westerly parcel of ground and buildings above by these presents mentioned and allotted to be belonging unto the said *H. H.* from the day of the date hereof, for and during and unto the full end and expiration of so many years of the said term of, &c. as are to come and unexpired, in and by the said recited indenture of lease granted as aforesaid, without any manner of let, suit, trouble, denial, eviction, expulsion, forfeiture, recovery or interruption, of or by the said *H. T.* his, &c. or of or by any other person or persons lawfully claiming, or which at any time hereafter shall pretend, claim or lawfully demand any estate, right, title or interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their assent, consent, right, title, means, sufferance or procurement:

Peaceable enjoyment.

And the said *H. H.* for, &c. doth covenant, &c. to and with the said *H. T.* his, &c. by these presents, in manner and form following, that is to say, that he the said *H. T.* his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Easterly parcel of ground and buildings above by these presents mentioned and allotted to be belonging unto the said *H. T.* from the day of the date hereof for and during and unto the full end and expiration of so many years of the said term of, &c. as are to come and unexpired, in and by the said recited indenture of lease granted as aforesaid, without any manner of let, suit, trouble, denial, eviction, expulsion, forfeiture, recovery or interruption of or by the said *H. H.* his, &c. or of or by any other person or persons lawfully claiming, or which at any time hereafter shall pretend, claim or lawfully demand any estate, right, title or interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their assent, consent, right, title, means, sufferance or procurement:

H. H.'s covenant.

Peaceable enjoyment.

And further, that he the said *H. H.* &c. doth covenant, &c. to and with the said *H. T.* his, &c. by these presents, that he the said *H. H.* his, &c. or some of them, at his or their, or some of their own proper costs and charges, shall and will from time to time, and at all times during the said term, well and sufficiently repair, uphold and maintain all that part or portion to him allotted of the said piece or parcel of ground above mentioned, and thereof shall acquit and discharge the said *H. T.* his, &c. And also that he the said *H. H.* his, &c. shall

H. H.'s covenants.

Repairs.

Rent. and

Mending &
bridge.

Rent.

H. T.'s cove-
nants.

Repairs.

Money for a
well.

Rent.

and will from time to time, and at all times hereafter, during the term of years above mentioned, satisfy and pay, or cause to be paid unto the said *H. T.* his, &c. the yearly rent of, &c. at the four most usual feasts or days of payment in the year, that is to say, &c. by even and equal portions, for and in respect of his part of the rent reserved in and by the said indenture of lease: *And further*, that he the said *H. H.* his, &c. or some of them, shall and will from time to time, and at all times hereafter, during the said term, pay and discharge a rateable and proportionable half part of all such charges and expences as shall be expended, disbursed and laid out in and about the repair, making up and amending of the bridge leading out of *L. Lane* in the above mentioned premises: *And* if it shall happen the said yearly rent of, &c. or any part thereof, to be behind and unpaid, in part or in all, contrary to the form aforesaid, being lawfully demanded, that then, and at all times thereafter, it shall and may be lawful to and for the said *H. T.* his, &c. or every or any of them, into and upon all that part and portion of the said parcel of ground above allotted, and appointed to be belonging to the said *H. H.* and into every part thereof wholly to re-enter, and the same to have, hold and enjoy to his and their own proper use and behoof, and the said *H. H.* his, &c. and other occupiers of all the premises, from thence utterly to expel, put out and amove; this indenture, &c. notwithstanding: *And* the said *H. T.* for himself, his, &c. doth covenant, &c. to and with the said *H. H.* his, &c. in manner and form following, *viz.* That he the said *H. T.* his, &c. or some of them, at his and their or some of their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term, well and sufficiently repair, uphold, maintain and keep all that part or portion to him allotted of the said piece or parcel of ground above mentioned, and thereof shall acquit and discharge the said *H. H.* his, &c. *And also* that he the said *H. T.* his, &c. shall and will from time to time, and at all times hereafter during the said term, bear, pay and discharge a rateable and proportionable half part of such charges and expences as shall be disbursed, laid out and expended in and about the repairing and amending of the bridge leading out of, &c. into the above mentioned premises: *And further*, that he the said *H. T.* his, &c. shall and will satisfy and pay, or cause to be paid unto the said *H. H.* his, &c. the sum of, &c. in lieu and full satisfaction of all such sum and sums of money as the said *H. H.* for his part had disbursed, or shall lay out and disburse in and about making and finishing of the well standing on the East side of the above mentioned parcel of ground: *And* the said *H. T.* for himself, &c. doth covenant, &c. to and with the said *H. H.* his, &c. by these presents, that he the said *H. T.* his, &c. shall and will, from time to time, and at all times hereafter, pay or cause to be paid unto the above named dame *D. S.* her, &c. remeigatherers or assigns, the yearly rent of, &c. at the four most usual feasts or days of payment in every year, or within the time and space of, &c. next ensuing every of the said feast days, by even and equal portions; and if it shall happen the same yearly rent of, &c. to be behind and unpaid, in part or in all, contrary to the form aforesaid, being lawfully demanded; and that the said *H. H.* his, &c. shall not be found in arrears for non-payment of his aforesaid rent of, &c. or any part thereof; that then, and at all times hereafter, it shall and may be law

ful to and for the said *H. H.* his, &c. and every or any of them, into and upon that part or portion of the said parcel or ground above allotted, and appointed to be belonging unto the said *H. T.* and into every part thereof wholly to re-enter, and the same to have, hold and enjoy, to his and their own proper use and behoof; and the same *H. T.* his, &c. and all other occupiers of the premises, from thence utterly to expel, put out and amove; this indenture, &c. notwithstanding: And it is covenanted, granted, concluded and mutually agreed upon by and between the said parties, *H. T.* and *H. H.* for themselves, their several executors and administrators, and either of them; severally for himself, his executors and administrators respectively; doth covenant and grant to and with the other of them, his executors and administrators, by these presents, in manner and form following, *viz.* That if they the said *H. T.* and *H. H.* or either of them, or the, &c. of them, or either of them, shall at any time hereafter be minded to demise, let, or otherwise dispose of or put away their whole estates of their several parts of the said piece or parcel of ground to them above severally allotted, or any part thereof, that then he or they, or either of them, his or their, &c. being so minded to put away his or their part of the said piece or parcel of ground so allotted to them, or either of them, as aforesaid, shall and will give notice in writing of such will or determination to the other of them his, &c. may have the refusal thereof before any other, giving or paying unto him or them, that shall be so minded as aforesaid, so much lawful money of Great Britain, as any other will (*bona fide*) give or pay for the same. *In Witness;* &c.

Mutual covenants for pre-election in case of disposition.

A Deed of Partition of Lands amongst Nephews and Nieces, to prevent Disputes as to their Uncle's Will.

THIS Indenture *Sextipartite*, made, &c. Between *M. C.* of — Parties
Spinster (sister of *J. C.* late of — deceased) of the first part, names.
W. M. of — gent. of the second part, *S. M.* of — esq; and
A. his wife of the third part, *S. M.* of — spinster, of the fourth
part, (which said *W. M.* *A. M.* and *S. M.* are the son and daughters
of *S. M.* deceased, another sister of the said *J. C.* deceased) *P. C.* of
— spinster, daughter and only child of *T. C.* deceased (late brother
of the said *J. C.* deceased,) of the fifth part, and *C. S.* of — esq;
and *W. P.* of — gent. of the sixth part. *Whereas, &c. (Recital of* Recitals.
J. C.'s will, by which he devised freehold messuages, &c. to his sister Will.
M. C. and her assigns for life, and after her death between his nephew
W. M. and his three nieces *A. M.* *S. M.* and *P. C.* their heirs, &c. as
tenants in common; and copyhold premises to his niece *S. M.* her heirs,
&c. and 3000*l.* to his sister *M. C.* to be disposed of as she should think
fit; appointed his brother-in-law *C. S.* and *W. P.* trustees to be aiding to
his

Testator's death.

Seised of premisses not devised.

After making will, sold other premisses.

By the will it appears that his sister *M. C.* should have an estate for life in all his messuages, &c. (except that given to *S. M.*) and that after *M. C.*'s death all the premisses should be divided amongst his nephews and nieces. Partition agreed upon.

Estimate of the testator's estate and value thereof, and shares agreed upon.

his sister *M. C.* his executrix, whom he makes residuary legatee): And whereas the said testator *J. C.* departed this life in or about the month of ——— now last past, and at the time of his death, besides what is particularly devised to his niece the said *S. M.* and her heirs, as herein before recited, he the said testator was seised of the manors, messuages, lands, farms, marshes, tenements and hereditaments following, to wit, of, &c. all which premisses are herein after granted and released, and more particularly mentioned and described: And whereas the said testator *J. C.* after the making of his said will, sold and disposed of and conveyed away, in exchange for other part of the said premisses, the estates herein before mentioned and recited to have been by him the said *J. C.* bought of the devisees and heirs of the said *D. R.* And whereas by the said will it appears to be the said testator's intention, that his sister *M. C.* should have an estate for life in all his messuages, &c. whatsoever, which he then had or should any ways descend or come to him at any time before his departure out of this life (except what is so as aforesaid particularly given and devised to his niece the said *S. M.* and her heirs) and that after the decease of the said *M. C.* all the said premisses should go to and be divided among his said nephew *W. M.* and his said three nieces the said *A. M.* *S. M.* and *P. C.* and their respective heirs; several parts and parcels of which said messuages, lands, tenements and hereditaments, although by the said testator purchased in the name of the said testator's sister *M. C.* were yet in trust for the said testator and his heirs, and are so admitted to be by the said will; and the said *M. C.* is likewise entitled by the said will to 3000 *l.* as aforesaid, which she had power to dispose of at her death, as she should think fit; And whereas to avoid all disputes concerning the effect and validity of the said will, or the need of any republication thereof, and in order to make a partition and division of all and every the manors, &c. or which the said testator died seised or possessed of, unto and among them the said *W. M.* *A. M.* *S. M.* and *P. C.* (the nephew and three nieces of the said testator) and to settle the same upon them in severalty in such parts and proportions, and in such manner and form as herein after is mentioned; and the said parties to these presents have among themselves, by mutual agreement and consent, elected and chosen the several parts and proportions of the said estate and estates hereby limited and conveyed to or to the use of him, her, or them respectively, at and for his, her, or their full share and purparty, in and unto and in full recompence and satisfaction of his, her, or their right, title, claim and demand, into and out of all and every the messuages, lands, tenements and hereditaments whatsoever, of which the said testator *J. C.* died seised or possessed: And the said *M. C.* for the general advantage of all parties, hath agreed to join in the conveyances and settlements intended to be made of the said several messuages, &c. for the purposes aforesaid; and to relinquish her estate for life or other interest in the same, receiving in lieu and compensation thereof, from the said *W. M.* *S. M.* and *A.* his wife, *S. M.* and *P. C.* respectively, certain annuities or annual payments to be made to her during her life; And whereas for facilitating the said partition, and in order to make the same with the greater equality, an estimate has been made of the value of all the said messuages, &c. whereof the said *J. C.* was seised or interested in at his death, situate, &c.

Ec. whereby it does appear that the manors, *Ec.* late of the said *J. C.* situate, *Ec.* are valued at ——— which it is agreed by and between the said parties to these presents, shall be the share and purparty of the said *P. C.* who doth accept the same accordingly, and the several messuages, *Ec.* late of the said *J. C.* situate, *Ec.* are valued at, *Ec.* which are agreed by and between the said parties to these presents, to be the purparty and share of him the said *W. M.* in manner as after mentioned, and the said *W. M.* doth accept the same accordingly, and the said messuages, *Ec.* situate, *Ec.* are valued at ——— which it is agreed by and between the said parties to these presents, shall be the purparty and share of the said *S. M.* and *A.* his wife in case he will accept the same, subject to the payment of ——— to the said *S. M.* in such manner as herein after mentioned; and the said *S. M.* and *A.* his wife, do accept the same accordingly; and the said ——— situate, *Ec.* are valued at ——— which with the said several sums of ——— and ——— to be paid to her the said *S.* by the said *W. M.* and the said *S. M.* and *A.* his wife respectively, for owelty of partition, are agreed by and between the said parties to these presents, to be the purparty and share of her the said *S. M.* and the said *S. M.* doth accept the same accordingly: *Now this Indenture witnesseth,* that for the ends, intents and purposes aforesaid, and for the making a full, perfect and effectual partition and division of the said messuages, *Ec.* whereof the said *J. C.* died seised, and securing to each of them the said *W. M.* *S. M.* and *A.* his wife, *S. M.* and *P. C.* and their respective heirs, the several shares and purparties herein before agreed upon, and by them respectively accepted in manner as aforesaid; and that every and each of them may hold and enjoy such his, her and their shares and purparties in severalty to him, her and them, and his, her and their respective heirs and assigns; and for and in consideration of the several sums of to s. a-piece, of lawful money to them the said *M. C.* *W. M. S.* and *A.* his wife, *S. M.* and *P. C.* in hand paid by the said *G. S.* and *W. P.* at or before the executing of these presents, the receipt whereof is by them respectively acknowledged; and also to the intent that the said manor, *Ec.* herein after mentioned and intended to be hereby granted and released, shall and may be settled, assured and conveyed to and for the several and respective uses, intents and purposes herein after mentioned, limited and expressed, of and concerning the same; and for divers other good causes, *Ec.* they the said *M. C.* *W. M.* *S. M.* and *A.* his wife, *S. M.* (party hereto) and *P. C. Have*, and each of them *Hath* granted, bargained, sold, aliened, released and confirmed, and by these presents *Do*, and each and every of them *Doth* grant, *Ec.* unto the said *C. S.* and *W. P.* (in their actual possession, *Ec.* made between the said *M. C.* *W. M. S. M.* and *A.* his wife, *S. M.* (party herto) and *P. C.* of the one part, and the said *C. S.* and *W. P.* of the other part, and executed, *Ec.* and to their heirs and assigns, *All* that the manor, *Ec.* and also all and singular other the manors, *Ec.* (*general words*) late of him the said *J. C.* deceased, or whereof or wherein he the the said *J. C.* or any person or persons in trust for him, at the time of his death, was or were seised of any estate of inheritance in possession, reversion, remainder or expectancy, situate, *Ec.* together with all and singular houses, *Ec.* and also all the estate and estates, right, *Ec.* of them the said *M. C.* *W. M. S. M.* and

Considerations.

Grant,

Testator's death.

Seised of premisses not devised.

After making will, sold other premisses.

By the will it appears that his sister *M. C.* should have an estate for life in all his messuages, &c. (except that given to *S. M.*) and that after *M. C.*'s death all the premisses should be divided amongst his nephews and nieces. Partition agreed upon.

Estimate of the testator's estate and value thereof, and shares agreed upon.

*his sister M. C. his executrix, whom he makes residuary legatee): And whereas the said testator J. C. departed this life in or about the month of ——— now last past, and at the time of his death, besides what is particularly devised to his niece the said S. M. and her heirs, as herein before recited, he the said testator was seised of the manors, messuages, lands, farms, marshes, tenements and hereditaments following, to wit, of, &c. all which premisses are herein after granted and released, and more particularly mentioned and described: And whereas the said testator J. C. after the making of his said will, sold and disposed of and conveyed away, in exchange for other part of the said premisses, the estates herein before mentioned and recited to have been by him the said J. C. bought of the devisees and heirs of the said D. R. And whereas by the said will it appears to be the said testator's intention, that his sister *M. C.* should have an estate for life in all his messuages, &c. whatsoever, which he then had or should any ways descend or come to him at any time before his departure out of this life (except what is so as aforesaid particularly given and devised to his niece the said *S. M.* and her heirs) and that after the decease of the said *M. C.* all the said premisses should go to and be divided among his said nephew *W. M.* and his said three nieces the said *A. M.* *S. M.* and *P. C.* and their respective heirs; several parts and parcels of which said messuages, lands, tenements and hereditaments, although by the said testator purchased in the name of the said testator's sister *M. C.* were yet in trust for the said testator and his heirs, and are so admitted to be by the said will; and the said *M. C.* is likewise entitled by the said will to 3000 *l.* as aforesaid, which she had power to dispose of at her death, as she should think fit; And whereas to avoid all disputes concerning the effect and validity of the said will, or the need of any republication thereof, and in order to make a partition and division of all and every the manors, &c. or which the said testator died seised or possessed of, unto and among them the said *W. M.* *A. M.* *S. M.* and *P. C.* (the nephew and three nieces of the said testator) and to settle the same upon them in severalty in such parts and proportions, and in such manner and form as herein after is mentioned; and the said parties to these presents have among themselves, by mutual agreement and consent, elected and chosen the several parts and proportions of the said estate and estates hereby limited and conveyed to or to the use of him, her, or them respectively, at and for his, her, or their full share and purparty, in and unto and in full recompence and satisfaction of his, her, or their right, title, claim and demand, into and out of all and every the messuages, lands, tenements and hereditaments whatsoever, of which the said testator *J. C.* died seised or possessed: And the said *M. C.* for the general advantage of all parties, hath agreed to join in the conveyances and settlements intended to be made of the said several messuages, &c. for the purposes aforesaid; and to relinquish her estate for life or other interest in the same, receiving in lieu and compensation thereof, from the said *W. M.* *S. M.* and *A.* his wife, *S. M.* and *P. C.* respectively, certain annuities or annual payments to be made to her during her life; And whereas for facilitating the said partition, and in order to make the same with the greater equality, as estimate has been made of the value of all the said messuages, &c. whereof the said *J. C.* was seised or interested in at his death, situate, &c.*

Ec. whereby it does appear that the manors, *Ec.* late of the said *J. C.* situate, *Ec.* are valued at ——— which it is agreed by and between the said parties to these presents, shall be the share and purparty of the said *P. C.* who doth accept the same accordingly, and the several messuages, *Ec.* late of the said *J. C.* situate, *Ec.* are valued at, *Ec.* which are agreed by and between the said parties to these presents, to be the purparty and share of him the said *W. M.* in manner as after mentioned, and the said *W. M.* doth accept the same accordingly, and the said messuages, *Ec.* situate, *Ec.* are valued at ——— which it is agreed by and between the said parties to these presents, shall be the purparty and share of the said *S. M.* and *A.* his wife in case he will accept the same, subject to the payment of ——— to the said *S. M.* in such manner as herein after mentioned; and the said *S. M.* and *A.* his wife, do accept the same accordingly; and the said ——— situate, *Ec.* are valued at ——— which with the said several sums of ——— and ——— to be paid to her the said *S.* by the said *W. M.* and the said *S. M.* and *A.* his wife respectively, for owelty of partition, are agreed by and between the said parties to these presents, to be the purparty and share of her the said *S. M.* and the said *S. M.* doth accept the same accordingly: *Now this Indenture witnesseth,* that for the ends, intents and purposes aforesaid, and for the making a full, perfect and effectual partition and division of the said messuages, *Ec.* whereof the said *J. C.* died seised, and securing to each of them the said *W. M.* *S. M.* and *A.* his wife, *S. M.* and *P. C.* and their respective heirs, the several shares and purparties herein before agreed upon, and by them respectively accepted in manner as aforesaid; and that every and each of them may hold and enjoy such his, her and their shares and purparties in severalty to him, her and them, and his, her and their respective heirs and assigns; and for and in consideration of the several sums of 10*s.* a-piece, of lawful money to them the said *M. C.* *W. M.* *S.* and *A.* his wife, *S. M.* and *P. C.* in hand paid by the said *C. S.* and *W. P.* at or before the executing of these presents, the receipt whereof is by them respectively acknowledged; and also to the intent that the said manor, *Ec.* herein after mentioned and intended to be hereby granted and released, shall and may be settled, assured and conveyed to and for the several and respective uses, intents and purposes herein after mentioned, limited and expressed, of and concerning the same; and for divers other good causes, *Ec.* they the said *M. C.* *W. M.* *S. M.* and *A.* his wife, *S. M.* (party hereto) and *P. C.* Have, and each of them *Hath* granted, bargained, sold, aliened, released and confirmed, and by these presents *Do*, and each and every of them *Doth* grant, *Ec.* unto the said *C. S.* and *W. P.* (in their actual possession, *Ec.* made between the said *M. C.* *W. M.* *S. M.* and *A.* his wife, *S. M.* (party herto) and *P. C.* of the one part, and the said *C. S.* and *W. P.* of the other part, and executed, *Ec.* and to their heirs and assigns, *All* that the manor, *Ec.* and also all and singular other the manors, *Ec.* (*general words*) late of him the said *J. C.* deceased, or whereof or wherein he the the said *J. C.* or any person or persons in trust for him, at the time of his death, was or were seised of any estate of inheritance in possession, reversion, remainder or expectancy, situate, *Ec.* together with all and singular houses, *Ec.* and also all the estate and estates, right, *Ec.* of them the said *M. C.* *W. M.* *S. M.* and

Considerations.

Grant,

Habendum.

Uses.

Sums paid to equal the partition, shares and purparties of the premises.

Covenants.

and *A.* his wife, *S. M.* and *P. C.* any or either of them, of, in, unto or out of the said hereby granted and released manor, &c. by virtue of the said will of the said *J. C.* or otherwise howsoever, and also all the deeds, &c. *To have and to hold* the said manor, &c. and all and singular other the hereditaments and premises herein before mentioned and intended to be hereby granted and released, with their and every of their appurtenances, unto them the said *C. S.* and *W. P.* their heirs and assigns; *Nevertheless* to and for the several and respective uses, estates, intents and purposes herein after particularly mentioned, limited and expressed of and concerning the same respectively; that is to say, as to, for and concerning *All* that the said manor, &c. together with all and singular houses, &c. *To* the only proper use and behoof of the said *P. C.* her heirs and assigns for ever; and to and for no other use, trust, intent or purpose whatsoever; *And* as to, for and concerning *all*, &c. together with, &c. *To* the only proper use and behoof of the said *W. M.* his heirs, &c. *And* as to, for, touching and concerning *All*, &c. together with, &c. *To* the use and behoof of the said *S. M.* and his heirs, by the direction and appointment of her the said *A. M.* that her share and purparty of the same premises should go unto and be vested in him the said *S. M.* and heirs, he having, previous to the execution of these presents, made an additional provision or settlement for her in lieu of the estate so limited to him and his heirs; *And* as for, touching and concerning *all*, &c. together, &c. *To* the only proper use and behoof of the said *S. M.* (party hereto) her heirs and assigns for ever; and to and for no, &c. *And this Indenture further witnesseth*, that for the equality of the said partition, he the said *W. M.* hath paid unto the said *S. M.* (party hereto) the sum of 150 *l.* the said *S. M.* hath also paid to the said *S. M.* (party hereto) the sum of 150 *l.* at or before the sealing and delivery of these presents, in full satisfaction and discharge of the said several sums of 150 *l.* and 350 *l.* to which their several shares and purparties of the said premises were subject for the owelty of the partition as aforesaid; the receipt of the said several sums of 150 *l.* and 350 *l.* the said *S. M.* doth hereby acknowledge, and thereof, and every part thereof, doth respectively acquit, exonerate and discharge the said *W. M.* and *S. M.* and *A.* his wife respectively, and their respective heirs, executors, administrators and assigns; and the said respective shares and purparties of the said manors, &c. limited in use to them respectively as aforesaid; *And*, &c. (Covenant for all the parties to levy a fine, Vide Tit. Covenants. *And how it shall enure; that M. C. W. M. S. M. and A. his wife, have done no act to incumber P. C.'s shall quietly enjoy; and for further assurance; and the like covenants as the three last before as to the several parts of W. S. M. and A. his wife and S. M.) And whereas* the before mentioned several allotments and shares or purparties of the said several lands, &c. are intended to comprehend all the respective lands, &c. whereof the said *J. C.* was seised, or whereunto he was intitled at the time of his death, situate, &c. whether the same should hereafter appear to be freehold or copyhold, or customary estates which will not pass by deed or otherwise than by surrender; it is hereby mutually agreed and declared by and between the said parties to these presents, and each of them the said *M. C. W. M. S. M.* and *P. C.* for themselves severally and respectively, and for their several and respective

respective heirs and assigns, *Do*, and each of them *Doth* mutually and reciprocally covenant, promise and agree, to and with each other, and to and with the heirs and assigns of each other, by these presents, that, *Ec. (Covenant to surrender the said copyhold lands): Provided always*; and it is hereby further agreed and declared by and between all the parties to these presents, and each and every of them the said *M. C. Ec.* for themselves severally and respectively, and not jointly one for the other of them, and for their several and respective heirs and assigns, *Do*, and each of them *Doth* covenant, promise, grant and agree, to and with the heirs and assigns of each other severally and respectively, by these presents, that, *Ec. (Covenant)* any thing herein contained to the contrary thereof in any wise notwithstanding: *And this Indenture further witnesseth*, that the said *M. C.* not having been yet paid or satisfied the said legacy of 3000*l.* herein before mentioned to be given unto her, by the said last will and testament of the said *J. C.* is desirous that the same should be raised, paid and satisfied in manner hereafter expressed; and for the consideration aforesaid *Hath*, and by these presents doth direct and appoint the said legacy of 3000*l.* or so much thereof as shall remain unsatisfied at the time of her decease, shall be raised by and out of the personal estate of the said *J. C.* which shall remain after his debts, funeral and other legacies shall be fully paid; and when raised, shall be paid unto them the said *W. M. S. M.* and *P. C.* and their respective executors or administrators in equal proportions, share and share alike: *Provided always*, that such part of the said legacy of 3000*l.* as cannot be raised out of such remaining personal estate of the said *J. C.* in manner as aforesaid, shall not affect the said testator *J. C.*'s real estate, but shall and is hereby declared by the said *M. C.* to be absolutely released and discharged; *Provided also*, that no part of the said legacy of 3000*l.* shall in any wise hinder or obstruct the full payment and discharge of all the debts, and all other the legacies specified and given by the said testator, in and by his said last will and testament, but shall only be and remain a charge upon and payable out of the testator's personal estate, after all his debts and funeral expences, and other legacies, shall be fully satisfied and discharged. *In Witness, &c.*

Legacy to be raised out of the personal estate.

Another in a different Form.

ARTICLES of Agreement, &c. indented, *Ec. Between T. B.* of, *Ec.* (only son of *E. B.* of *Ec.*) of the one part, and *P. B.* of, *Ec.* spinster, (only daughter of the said *E. B.* of the other part.) *Whereas, T. L. Ec. (Recital of the will): And whereas* the said *T. B.* and *P. B.* parties hereto, are the only children of the said *E. B.* and both of them have attained their respective ages of 21 years, that is to say, the said *T. B.* is of the age of — and upwards, and the said *P. B.* is of the age of — and upwards: *And whereas* the said *M. L.* the

Partition,

the late wife of the said *T. L.* and the said *P. B.* (one of his nieces) being both dead, she the said *E. B.* (the other of his said nieces) by virtue of the said recited will of the said *T. L.* is now intitled to receive and take the rents and profits of the said freehold messuages, lands, tenements and hereditaments, situate in the parishes of *N. S. B.* and *C.* in the counties of *B.* and *H.* aforesaid, as also in the said parishes of *M. A.* and *C.* during her natural life; with remainder after the death of the said *E. B.* as to the said lands in the counties of *H.* and *B.* to her children the said *T. B.* and *P. B.* or such of them as shall be living at the death of her the said *E.* his her or their heirs, by virtue of which said will of the said *T. L.* they the said *T. B.* and *P. B.* in case they should both survive the said *E. B.* will immediately after her death be intitled in equal moieties to them and their heirs, of and in all and singular the said last mentioned freehold messuages, lands, hereditaments and premises, with their appurtenances: *And whereas* they the said *T. B.* and *P. B.* having attained such age as aforesaid, are by virtue of the said will of the said *P. C.* immediately after the death of the said *E. B.* intitled under the trusts therein created to the equitable interest of and in the said two leasehold messuages or tenements, *cum pertinentiis*, situate at the *West* end of *St. P.'s London*, late in the occupation of the said *A. W.* and *T. S.* and now of *J. W.* and *W. S.* for the residue of the terms of years therein mentioned, and for and during all such further terms of years as shall be renewed therein; and also they the said *T. B.* and *P. B.* having attained such ages as aforesaid, they or such of them as shall survive the said *E. B.* their mother, are by virtue of the before recited will of the said *T. L.* immediately after the death of the said *E. B.* intitled to one third part of his personal estate by him thereby devised upon the trusts aforesaid; and whereof she the said *E. B.* is only to have the interest and produce during her life as aforesaid, to be equally divided between them the said *T.* and *P. B.* if both of them should be then living; and likewise they the said *T.* and *P. B.* having attained such age as aforesaid, are by virtue of the said will of the said *P. C.* immediately after the death of the said *E. B.* in case they survive her, intitled to one third part of her personal estate thereby devised in trust as aforesaid, and whereof she the said *E. B.* is to have and enjoy the interest and produce during her life as aforesaid; the same to be equally divided between them the said *T.* and *P. B.* *And whereas* they the said *T. B.* and *P. B.* have mutually and reciprocally agreed, that no benefit of survivorship or advantage whatsoever shall be had or taken by either of them, for or by reason of the contingency of either of them dying in the life time of the said *E.* their mother of, in or to the said freehold or leasehold premises, or to any or either of the personal estates aforesaid: *And whereas* it is judged most beneficial for each of them the said *T. B.* and *P. B.* parties hereto, that such estate and interest in all the said premises and personal estate, should be parted and partaken in equal shares and moieties, that the same may be a certain abatement for them respectively, in case it shall happen that one of them only should survive the said mother, and that the said freehold and leasehold premises, as also the said third part of the personal estate of the said *T. L.* and the said third part of the personal estate of the said *P. C.* so devised in trust as aforesaid, and wherein she the said *E. B.* is interested for her life in manner aforesaid, shall and may from the time of

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her death be equally divided and severally accrue to, and be held and separately enjoyed, received and taken in moieties or equal parts and shares, immediately from and after the death of the said *E. B.* between them the said *T. B.* and *P. B.* and by his and her respective heirs, executors, administrators and assigns, in case of his or her decease in the life-time of the said *E. B.* in the right of him or her so dying before the other of them, free and discharged of and from all right, title and claim of such of them the said *T. B.* and *P. B.* as shall survive the other, in such manner as herein is for that purpose mentioned and expressed: *Now, &c.* That in pursuance and part performance of the said recited agreement, and for obviating all doubts and disputes which may or might arise concerning the interest or estate, which they the said *T. B.* and *P. B.* or either them, have or ought to have in the said real or personal estate, and to the end, intent and purpose, that a full, perfect and absolute equal division may be had and made between them the said *T. B.* and *P. B.* and their respective heirs, executors and administrators, from the time of the death of the said *E. B.* as well of all and singular the said freehold and leasehold premises, as the said personal estates, to hold to each of them, their and each of their executors or administrators, from thenceforth as tenants in common and not as joint-tenants: and in consideration of the covenant of her the said *P. B.* herein after contained, for her conveying and assigning unto the said *T. B.* or as he, (if living) or his heirs, executors or administrators, in case he be dead, shall direct or appoint, of one moiety of the same freehold and leasehold premises, and one equal half-part or share of all such the said personal estates, in manner as herein after is expressed; and also in consideration of the love and affection which he the said *T. F.* hath for and beareth to his sister the said *P. B.* and for her better present advancement and more certain provision, in case he shall happen to survive the said *E. B.* and the said *P. B.* shall die before her, and for divers other good causes and considerations him thereunto especially moving, *He* the said *T. B.* for himself, his heirs, executors and administrators, and for every of them, *Doth* covenant, promise and agree to and with the said *P. B.* her heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that in case of the death of her the said *P. B.* before the said *E. B.* and that he the said *T. B.* shall survive and outlive the said *E. B.* and *P. B.* then and in such case neither he the said *T. B.* or his heirs, executors or administrators, shall at any time hereafter have, take, demand or claim any benefit or advantage whatsoever of survivorship, of, in or to the said several freehold and leasehold premises, and personal effects, or any part or parcel thereof, by virtue of the said recited wills, or either of them, or any construction thereof to be made either in law or equity, or otherwise howsoever; *And also*, that if he the said *T. B.* be living at the death of the said *E. B.* he the said *T. B.* his heirs, executors or administrators, shall and will within three kalendar months after the death of her the said *E. B.* (at the request, cost and charges, of the said *P. B.* her heirs, executors, administrators or assigns, as by her or their counsel learned in the law shall be reasonably advised or required) by good and sufficient conveyances and assurances in the law, be the same by fine or recovery or otherwise, and to be by him or them duly executed, levied and suffered, well and sufficiently grant, convey, assure and confirm unto and to the use of the said

said *P. B.* if living, or to her heirs and assigns, if she be dead, or to such other person or persons, and his and their heirs, and to and for such uses, trusts, estates, intents and purposes, to commence and take effect from the time of the death of the said *E. B.* in such manner as she the said *P. B.* or her heirs shall direct, limit or appoint, free from all charges and incumbrances whatsoever, to be by him the said *T. B.* in the mean time made, done, committed or suffered, of one undivided moiety or half-part of all and singular the said freehold messuages, lands, tenements and hereditaments, *cum pertinentiis*, situate, lying and being in the said several parishes of, &c. and also all the estate, &c. in trust for him or them, of, into or out of the said undivided moiety or half-part thereof; *And further*, that he the said *T. B.* in case he shall survive the said *E. B.* or his executors or administrators, within the time aforesaid shall and will at the like charge of the said *P. B.* her executors or administrators, by some proper deed or deeds in writing to be by him or them also duly executed, well and sufficiently bargain, sell, assign, transfer and set over unto the said *P. B.* (if living) in case she shall be dead, then to her executors, administrators and assigns, free from all incumbrances by him or them done, committed or suffered, as well one full moiety or half-part of all the said leasehold premises, with their respective appurtenances, as the same late were in the several occupations of the said *A. W.* and *T. S.* and now of *J. W.* and *W. S.* or of their respective under-tenants or assigns, as also one full moiety or half-part of all that the herein before mentioned third part of the personal estate, late of the said *T. L.* and one full moiety of all that the third part of the personal estate of the said *P. C.* by the said several recited wills respectively devised and given, or mentioned or intended so to be, in trust for them the said *T. B.* and *P. B.* after the decease of the said *E. B.* as aforesaid; *And also* all the estate, right, title, interest, term of years to come and unexpired, benefit of renewal, property, claim and demand whatsoever, both in law and equity of him the said *T. B.* his executors or administrators, of, in and to such moieties or half-parts; *And also* shall and will within the said space of three months after the death of the said *E. B.* at the like costs and charges of the said *P. B.* her executors or administrators, cause and procure the trustees in the said respective wills named, or the survivor of them respectively, or his or their proper representative, to assign, transfer and set over, all the right, title, trust or interest of such trustee or trustees, of, in or to a moiety or half-part of the said leasehold, and of all other the said personal estates, and every or any other part thereof, unto the said *P. B.* if living, or her executors or administrators, if she be then dead, upon her or their request; *To have and to hold* such moiety of the said leasehold premises unto the said *P. B.* if living, or to her executors, administrators and assigns, if she be dead, from the time of the death of the said *E. B.* for and during all such term or terms of yeas, as shall be in being or then to come, of and in the same premises, and also for and during all such further term or terms of years as shall or may be granted or renewed therein; *Subject nevertheless* to the payment of one moiety of the yearly ground-rent in and by the original indenture of lease of the same premises reserved, and also to the performance of the several covenants, conditions and agreements in the said original lease contained, as far as concern her hereby intended to be granted part or share of the said premises

And

And to have, hold, receive, take and enjoy the said moiety or half part of the said respective third parts of the said personal estates of the said *T. L.* and *P. C.* from the time of the death of the said *E. B.* unto and to and for the only use and benefit of her the said *P. B.* if living, or of her executors, administrators and assigns, if she be dead; And the said *T. B.* doth hereby for himself, his heirs, executors and administrators, ^{T. B. done no} covenant, promise and agree to and with the said *P. B.* her heirs, executors, administrators and assigns, that he the said *T. B.* hath not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the said premises or any part thereof, is, are, can, shall or may be any ways impeached, charged or incumbered, in title, charge, estate or otherwise howsoever; and that, until such several conveyances, assignments or assurances shall be had, made or executed, for confirming such intended division of the said real and personal estates, she the said *P. B.* her heirs, executors, administrators and assigns, shall and may peaceably and quietly have, hold, enjoy, renew and take to her and their own use, immediately from and after the death of the said *E.* one full moiety or half-part of the said freehold, leasehold and personal estates, in as full and beneficial manner, as if such conveyances and assurances had been actually made, without the let, suit, trouble or interruption of him the said *T. B.* or any person or persons claiming or to claim, by, from or under him: ^{Enjoyment till concluded.} And these Presents further witness, that in pursuance and full performance of the said recited agreement, upon the considerations, and for the ends, intents and purposes aforesaid, and also in consideration of the covenant of him the said *T. B.* herein before contained, and of the love and affection which she the said *P. B.* hath for and beareth to her brother the said *T. B.* and for his more certain provision in case she only should happen to survive her said mother, and for divers other good causes and considerations her thereunto especially moving, she the said *P. B.* for herself, her heirs, executors and administrators, and for every of them, doth covenant, promise and agree to and with the said *T. B.* his heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that in case of the death of him the said *T. B.* before the said *E. B.* and that she the said *P. B.* shall survive and outlive the said *E. B.* and *T. B.* then and in such case neither she the said *P. B.* or her heirs, executors or administrators, shall at any time have, take, demand or claim any benefit or advantage whatsoever of survivorship, of, in or to the said several freehold and leasehold premises and personal estate, or any part or parcel thereof, by virtue of the said recited wills or either of them, or by any construction thereof in law or equity, or otherwise howsoever; and also that if she the said *P. B.* be living at the death of the said *E. B.* she the said *P. B.* her heirs, executors or administrators, shall and will within three kalendar months after the death of the said *E. B.* (at the request, costs and charges of the said *T. B.* his heirs, executors, administrators or assigns, as by his or their counsel learned in the law shall be reasonably advised or required) by good and sufficient conveyances and assurances in the law, be the same by fine, recovery or otherwise, and to be by her or them duly executed, tried and suffered well and sufficiently grant, convey, assure and confirm, unto and to the use of the said *T. B.* if living, or to his heirs and assigns if he be dead, or to such other person or persons, and to his and their

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their heirs, and to and for such uses, trusts, estates, intents, &c. (as before): And for the due and true performance of all the covenants, grants, matters and things herein contained, the said *T. B.* doth bind himself, his heirs, executors and administrators, in the sum of 5000*l.* of lawful money of *Great Britain*, to be paid to the said *P. B.* her executors or administrators, at the end of six months next after the day of the death of the said *E. B.* And also the said *P. B.* doth bind herself, her executors and administrators, in the like sum of 5000*l.* of like lawful money to be paid to the said *T. B.* his executors or administrators, at the end of six months next after the day of the death of the said *E. B.* In Witness, &c.

I have perused, settled and approve the articles above written, which is the only method to answer the intent of both the parties, provided the contingency take effect,

F. C.

An Indenture of Partition of Lands between Jointenants and Copartners in Gavel kind, &c.

THIS Indenture, &c. Between *G. M.* of, &c. of the one part and *H. M.* of, &c. of the other part, Witnesseth, That whereas one *T. M.* late of *R.* aforesaid, deceased, brother of them the said *G.* and *H.* by his last will and testament in writing, bearing date, &c. did amongst other things concerning the disposing of his lands and tenements, devise and bequeath unto *E. M.* son of him the said *T. M.* all those his lands and tenements in *R.* aforesaid, which were sometime the lands of *T. K.* the grandfather of him the said *T.* To have and hold all the said lands and tenements, with all and singular the appurtenances, to the said *E. M.* and to his heirs for ever, when he should come to the age of, &c. and the said *T. H.* did by the same his last will and testament further will, that if his said son did fortune to die before he came to his age of, &c. that then his said will and mind was that all those his said lands and tenements should remain unto them the above named *G. M.* and *H. M.* his brothers, parties to these presents to be had and held unto them the said *G.* and *H.* and their heirs for ever, as in and by the said last will and testament of him the said *T.* more plainly and at large it doth and may appear. And whereas the said *E. M.* son of the said *T.* since the said time, and before his said age of, &c. departed this life without heir of his body, by reason whereof, the said *G.* and *H.* have, according to the said last will and testament of him the said *T. M.* entered into the said premises unto them devised, aforesaid, and by virtue of the said last will and testament, now are and stand jointly, as jointenants, seised thereof in their demesne as of fee. And whereas also they the said *G.* and *H.* are seised in fee as copartners in gavelkind of other messuages, lands and tenements, &c. Therefore to the end and intent, that a perfect partition may be had and made between them the said *G. M.* and *H. M.* of all and singular the said messuages

messuages, lands, tenements and hereditaments, to them devised or descended as aforesaid; and that every of them, their and every of their heirs and assigns, may from henceforth severally have and enjoy in severalty, without any impeachment or disturbance of the other of them, his or their heirs or assigns, his and their part and portion of the said messuages to them bequeathed or descended, as aforesaid, *they* the said *G. M.* and *H. M.* by their own mutual consent and agreement, and by the mediation of certain friends, indifferently elected and chosen between them, *Have* made partition and division, and *Do* by these presents for them, their heirs and assigns, make partition and divide the said messuages, &c. to them bequeathed or descended as aforesaid, in manner and form as hereafter is mentioned; that is to say, *first*, he the said *G. M.* shall have for his part and portion of the said messuages, &c. to them the said *G. and H.* bequeathed or descended, as aforesaid, *one messuage*, &c. and the appurtenances, together with one, &c. containing in the whole, by estimation, &c. whether more or less thereof there be situate, &c. *To have and to hold* the said messuages, &c. and other the said premises, with their appurtenances, unto him the said *G. M.* his heirs and assigns for ever, in severalty, and divided from the part and portion of the said *H. M.* his heirs and assigns; *And* he the said *H. M.* shall have for his part and portion of the said messuages, &c. to them the said *G. and H.* bequeathed or descended as aforesaid, *these several messuages*, &c. following, that is to say, &c. (*mentioning the particulars*) *To have*, &c. the said messuages, &c. unto him the said *H. M.* his heirs and assigns, in severalty and divided from the part and portion of the said *G. M.* as aforesaid. (*Cross covenants for quiet enjoyment*).

An Indenture of Partition between three Jointenants.

THIS Indenture, of three parts, made, &c. *Between M. G. of, &c. of the first part, G. C. of, &c. of the second part, and T. C. of, &c. of the third part.* *Whereas H. B. and A. S. of L. gent.* by their indenture under their hands and seals, and enrolled in his majesty's high court of chancery, bearing date, &c. for the considerations therein specified, did grant, bargain, sell and confirm unto the said *M. G. C. and T. C.* and their heirs and assigns, all those tithes of corn, grain and hay, to the rectory of *L.* in the said county of *S.* belonging and appertaining, then late before to the late dissolved priory of *St. L.* in the said county of *S.* belonging, and late parcel of the possessions thereof, and all and singular houses, edifices, barns, stables, dove-houses, gardens, orchards, lands, tenements, meadows, feedings, pastures, commons, woods, underwoods, glebe lands, tithes of corn, hay and grain, wool, lambs, geese, and other tithes and tenths whatsoever, as well great and small, as also all oblations, obventions, fruits, profits, commodities, advantages, emoluments and hereditaments whatsoever, with the appurtenances, of whatsoever kind or sort the same be, situate, being, growing, increasing or renewing within the towns, fields, parishes or hamlets aforesaid, or in any of them, and the reversion

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tion and reversions thereof, as fully, freely and wholly, and in as large and ample manner, as her late majesty queen *Anne*, or any other her predecessors, kings or queens of *England*, did by letters patent under the great seal, &c. give or grant the said premises unto the said *H. B. A. S. &c.* (Always excepted and reserved out of the said grant all advowsons, donations, free dispositions and right of patronage of churches, vicarages, and all other ecclesiastical benefices whatsoever, to the premises belonging or appertaining); *To have and to hold* to the said *M. G. G. C.* and *T. C.* their heirs and assigns, to the use and behoof of the said *M. G. G. C.* and *T. C.* their heirs and assigns for ever, as by the said recited indenture more at large appeareth; by virtue of which said grant or conveyance, the said *M. G. G. C.* and *T. C.* are now jointly seised in possession in their demesne as of fee, of and in the said glebe land, tithes, tenths, tenements and hereditaments, and all other the premises, herein before mentioned to be to them granted and conveyed: *Now this Indenture witnesseth*, that the said *M. G. G. C.* and *T. C.* *Do* by these presents make a full, perfect and absolute partition of the said glebe-lands, tithes, tenths, and other the premises aforesaid, to and amongst them the said *M. G. G. C.* and *T. C.* in three parts, to be divided in manner and form following; that is to say, *that* the said *M. G.* his heirs and assigns, shall have and enjoy, to the only use and behoof of him the said *M. G.* his heirs and assigns for ever, the moiety or one half of all the said glebe-lands, houses, buildings, tenements, tithes, profits, commodities and hereditaments whatsoever, with the appurtenances, situate, lying, being, coming, renewing or increasing of or in the town or hamlet of *B.* aforesaid to the said rectory of *L.* now or at any time heretofore in any wise belonging, used, occupied, or reputed or taken as part or parcel thereof, in *B.* aforesaid, for the full part purparty and portion of the said *M. G.* of, in, and to all and every the premises herein before mentioned to be granted to the said *M. G. G. C.* and *T. C.* *And* the said *T. C.* his heirs and assigns, shall have, hold, occupy and enjoy to him the said *T.* his heirs and assigns, to the only use and behoof of him the said *T.* his heirs and assigns for ever, the other moiety or one half of all those glebe-lands, houses, buildings, tenements, tithes, tenths, profits, commodities and hereditaments whatsoever, with the appurtenances, situate, lying and being, coming, renewing or increasing, of, or in the town or hamlet of *B.* aforesaid, to the said rectory of *L.* now or at any time heretofore in any wise belonging, used or occupied, or reputed or taken as part or parcel thereof in *B.* aforesaid for the full part, purparty or portion of the said *T. C.* of, in and to all and every the premises herein before mentioned to be granted to the said *M. G. G. C.* and *T. C.* *And* that the said *G. C.* his heirs and assigns, shall have, hold, occupy and enjoy to him the said *G.* his heirs and assigns for ever, all those glebe-lands, tithes, tenths, houses, buildings, profits, commodities, tenements and hereditaments whatsoever, with the appurtenances, situate, lying, coming, renewing, or increasing, of or in the town or hamlet of *L.* aforesaid, to the rectory of *L.* now, or at any time heretofore in any wise belonging, used or occupied, or reputed or taken as part or parcel thereof in *L.* aforesaid, for the full part, purparty and portion of the said *G. C.* of, in and to all and every the premises herein before mentioned to be granted to the

said *M. C. G. C.* and *T.* And the said *T. C.* and *G. C.* Do by these presents give, grant, assign, release, and confirm to the said *M. C.* and his heirs, *the said moiety*, or one half of the said premisses in *B.* aforesaid, and all the estate, right, title and interest, which the said *G.* and *T.* Have, or either of them Hath, or may or ought to have, of, in or to the said one moiety, or one half of all and every the premisses in *B.* aforesaid. *To have and to hold*, to the said *M. C.* his heirs and assigns, to the only use and behoof of the said *M. C.* his heirs and assigns for ever: And the said *M. C.* and *G. C.* Do by these presents give, grant, assign, release and confirm to the said *T. C.* and his heirs, *the said other moiety*, or one half of the premisses in *B.* aforesaid, and all the estate, right, title and interest, which the said *M.* and *G.* have or either of them hath or may or ought to have, in or to the said other moiety, or one half, of all and every the premisses in *B.* aforesaid; *To have and to hold* to the said *T. C.* his heirs and assigns, to the only use and behoof of the said *T. C.* his heirs and assigns for ever; And the said *M. C.* and *T. C.* Do by these presents give, grant, assign, release and confirm to the said *G. C.* and his heirs, *All* and every the premisses in *L.* aforesaid, and all the estate, right, title and interest, which the said *M.* and *T.* have or either of them hath or may or ought to have, of, in or to the said premisses in *L.* aforesaid; *To have and to hold* to the said *G. C.* his heirs and assigns, to the only use and behoof of the said *G. C.* his heirs and assigns for ever: And the said *G. C.* by himself, for him, his heirs, executors, administrators and assigns, and the said *T. C.* by himself, for him, his heirs, executors, administrators and assigns severally and respectively, and not jointly, *Do* covenant, promise and grant, to and with the said *M. C.* his heirs and assigns, by these presents, that he the said *M. C.* his heirs and assigns, shall or may, from henceforth for ever, well and peaceably have, hold, occupy, possess and enjoy the said one moiety, or one half, of all and every the said premisses in *B.* aforesaid herein before limited, assigned and granted, for the part and purparty and portion of the said *M.* free, clear and discharged of and from all other estates, rights, titles, interest, charges and incumbrances whatsoever, had, made, caused, or willingly suffered, of or by the said *G. C.* or *T. C.* or either of them, their or either of their heirs or assigns, and without any let, trouble, suit, entry, disturbance or interruption of the said *G.* and *T.* or either of them, their or either of their heirs or assigns, or any of them, or of any other person or persons lawfully claiming by, from or under them or any of them; And the said *M. C.* by himself, for him, his heirs, executors, administrators and assigns, and the said *G. C.* by himself, for him, his heirs, executors, administrators and assigns, severally and respectively, and not jointly, do covenant, promise and grant to and with the said *T. C.* his heirs and assigns, by these presents, that he the said *T. C.* his heirs and assigns, shall or may from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the said other moiety, or one half, of all and every the premisses in *B.* aforesaid herein before limited, assigned and granted, for the part, purparty and portion of the said *T.* free, clear, and discharged, of and from all other estates, rights, titles, interests, charges and incumbrances whatsoever, had, made, caused, or willingly suffered, or hereafter to be had, made, caused, or willingly suffered, of or by the said *M. C.* and *G. C.* or either of them, their or either of their heirs and assigns, and without any let, trouble, suit,

Releases from one to the other.

Covenants from each to other, for quiet enjoying, &c.

suit, entry, disturbance or interruption of the said *M.* and *G. C.* or either of them, their or either of their heirs and assigns, or any of them, or of any other person or persons lawfully claiming by, from or under them, or any of them.

The like Covenant from M. and T. C. that G. C. shall hold the glebe lands and tithes in L. assigned for his part and purparty.

An Indenture Quadripartite for a Partition by Lot.

THIS Indenture, made, &c. Witnesseth, that whereas the manors, lands, tenements and hereditaments of Sir *J. D. Knt.* deceased, contained and specified in certain schedules quadripartite indented, unto these presents annexed, are descended and come in possession, reversion, or otherwise, unto *K.* now wife of the said *H. L.* son and heir apparent unto *W. L.* esq; and to *A.* now wife of *F. M.* esq; and to *M.* now wife of *T. G.* esq; and to *F.* now wife of *J. H.* the younger, gent. son of *J. H.* the elder, esq; And whereas the said *H. L.* and *K.* his wife, *F. M.* and *A.* his wife, are now seised in possession and reversion in the right of the said *K. A. M.* and *F.* of one estate or estates of inheritance, part in possession and part in reversion, no severance being yet thereof had or made: The said *H. L.* for him, his heirs, executors and administrators, for the part of him the said *H. L.* and *K.* his wife, and their heirs; the said *J. H.* the younger, for him, his heirs, executors and administrators, for the part of him the said *J. H.* and *F.* his wife, and their heirs; the said *F. M.* for him, his heirs, executors and administrators, for the part of himself, and the said *A.* his wife, and their heirs; and the said *J. G.* for him, his heirs, executors and administrators, for the part of him and *M.* his wife, and their heirs, that is to say every of the said parties severally for themselves, their heirs, executors and administrators only, and not jointly, do covenant, agree, conclude and grant severally, to and with every of the other parties, their heirs, executors, administrators and assigns, by these presents, in manner and form following, that is to say, That the said manors, lands, tenements and hereditaments, as well in possession as reversion, by four such several portions as they be now set out in the four several schedules quadripartite, shall, within two days next ensuing the sealing and delivery hereof, be put by them in several scrolls in writing, that is to say, in every scroll one of the four portions and parts shall be inclosed in four several balls of wax, so that no part of the said scrolls may be seen, and that the same four balls of wax shall be after put in a cap or hat and there shuffled together, and that then within the said two days they shall agree upon some indifferent man or child, and cause him to put his hand into the said cap or hat at adventure, the said cap or hat being closed, and to take first one ball of wax alone, and deliver it to the said *H. L.* or the said *W. L.* his father, or to some other, for the said *H. L.* and *K.* his wife; and after to take out another ball of wax alone and deliver it to the said *F. M.* for the said *F.* and *A.* his wife; and after to take out

another

another of the said balls of wax alone, and deliver it to the said T. G. for the said T. and M. his wife; and after to take out the fourth ball of wax, and deliver it to the said J. H. the younger, and F. his wife; and immediately after such delivery, every of them that shall so receive such balls of wax, or his attorney or deputy, shall forthwith open the same balls of wax, and cause or suffer the scroll therein contained to be read and openly declared among them, and that the same shall stand and remain as a full and perfect partition and severance among and between the said co-partners of all the said manors, lands, tenements and hereditaments; and that after such partition and allotment made, the said H. and K. his wife and heirs, the said F. and A. his wife, and their heirs, the said H. the younger, and F. his wife, and their heirs, and the said T. G. and M. his wife, and their heirs, shall stand and agree to the said partition and allotment, and to all things contained and specified in the said schedules *quadripartite*, indented, according to the true intent and meaning written in the same schedules, and in these indentures, and shall permit and suffer the same to stand, remain and abide in its full strength and force for ever. And further, the said H. L. for him, his heirs and executors for the part of him the said H. and K. his wife and their heirs; the said J. H. the elder, his heirs and executors, for the part of the said J. H. the younger, and F. his wife, and their heirs; and the said F. M. his heirs and executors, for him and the said M. his wife; that is to say, that every of the said parties severally, by and for themselves, and their heirs and executors only, doth covenant and grant to and with every of the other said parties severally, their heirs and executors only, that every of the said parties, his wife and heirs, for whom he or any of them covenanteth and granteth, to and with the other, by these presents, shall, for and by the space of seven years next, &c. as far as the law will permit and suffer, at the reasonable request and costs and charges in the law, and otherwise, of such the said parties as shall desire the same, do, acknowledge or suffer to be done, all and every such reasonable and further act and acts, thing and things, be it by fine, recovery, deed or deeds, or otherwise, as shall by such party or parties, or their counsel returned, be reasonably devised or advised, for the better and more perfect assurance of the said several portions, allotments and things in the said schedules *quadripartite* indented and contained, according to the true intent and meaning of all the said parties; And that every of the said parties, their heirs and assigns, shall or may, for ever hereafter, have, hold, occupy and enjoy their said several portions and allotments undisturbed and discharged, or otherwise sufficiently saved harmless, &c. and that the said co-partners and their husbands, their heirs and assigns, shall permit and suffer every of the other co-partners their husbands, and their heirs and assigns, to have and keep all such evidences, deeds and writings, as concern such manors, lands and tenements, as are to them severally allotted, as aforesaid, alone, and true copies of all other deeds, evidences and writings, as do concern the same manors, lands and tenements; the same to be occupied and written out at the costs and charges of such as shall desire the same. And whereas R. N. gent. hath an annuity or yearly rent of 20*l.* going out of the premises for the term of his natural life, it is covenanted and agreed by all the said

Mutual covenants for further assurance.

That all the co-partners shall pay an annuity out of their parts.

That the wood
shall be secur-
ed, &c.

co-partners, that each of them shall pay to the said *R. N.* yearly the sum of 5 *l.* at such time and place as it hath heretofore been used and accustomed to be paid. And it is further agreed by and between the said parties, that if it shall hereafter happen, that any of the manors, lands or tenements, of any of the said four portions allotted, as aforesaid, unto any of the said co-partners, shall by due order and course of law or equity, without fraud or covin, be recovered, and lawfully evicted, so that it cannot be held and enjoyed according to the said partition and the true intent of all the said co-partners and their husbands, that then and in such case the rest of the said co-partners, and their heirs and assigns, shall and will recompense and satisfy, at their equal costs and charges, unto the party so evicted, so much as the value of the land so evicted shall amount unto; And that all the woods and under-woods now standing, being, and growing upon the premises, or any part thereof, shall be severed and equally divided amongst the said co-partners and their husbands before the feast of *P.* next coming after the date hereof; and that it shall be lawful to and for the said co-partners, their heirs and assigns, to have free ingress, egress and regress, in and to all the lands before mentioned to be divided and severed, and every or any part or parcel thereof, where any of the woods do grow, (and through which they must be carried therefrom) and to fell, cut down, and carry away so much thereof as shall be severally allotted unto any of them.—
In Witness, &c.

An Indenture of Partition to be made between Co-heirs of Houses, &c.

The partition,

THIS Indenture, made, &c. Between, &c. Witnesseth, that is covenanted, granted and agreed, by and between the said parties, for a partition between them to be had and made of five messuages &c. of the said *A. B.* as daughters and heirs of the said *A. B.* And first it is covenanted and granted, by and between the said parties, And the said *J. M.* and *C.* his wife, for them and the heirs of the said *C.* do covenant and grant to and with the said *T. S.* and *E.* his wife, and the heirs and assigns of the said *E.* that the said *T. S.* and *E.* in the right of the said *E.* and the heirs and assigns of the same *E.* shall have, hold and enjoy to the said *T. S.* and *E.* in the right of the said *E.* in severalty for ever, one messuage or tenement, &c. and that other messuage or tenement, situate, &c. in as large and ample manner and form, as the said, &c. now have, hold, occupy and enjoy the same, in full recompence and allowance of and for all the part and purparty that to the said *E.* appertaineth, or of right ought to appertain and belong, of all the said five messuages, &c. by and after the decease of the said *A. B.* as one of the daughters and heirs of the said *A. B.* And the said *T. S.* and *E.* for them, and the heirs and assigns of the said *E.* do by the presents covenant and grant, to and with the said *J. M.* and *C.* and the heirs and assigns of the said *C.* that the said *T. S.* and *E.* in the right of the said *E.* and the heirs and assigns of the said *E.* shall and will accept and take the said three messuages, &c. in full recompence and allowance of and for the part, purparty and portion of all the said five messuages.

messuages, &c. to the said *E.* from and after the decease of the said *A. B.* as one of the daughters and heirs of the said *A. B.* belonging or appertaining. And the said *J. M.* and *C.* in the right of the said *C.* and the heirs and assigns of the said *C.* shall have, hold, occupy and enjoy to the said *J. M.* and *C.* in the right of the said *C.* and the heirs and assigns of the said *C.* in severalty for ever, the said two messuages, &c. in as large and ample manner and form, as the said *J. M.* and *C.* now have, hold, occupy and enjoy the same, in full recompence and allowance of and for the said part, purparty or portion that to the said *C.* appertaineth, or of right ought to appertain or belong, of all the said five messuages, by and after the decease of the said *A. B.* as one of the daughters and heirs of the said *A. B.* And the said *J. M.* and *C.* for them and the heirs and assigns of the said *C.* do by these presents covenant and grant, to and with the said *T. S.* and *E.* and the heirs of the said *E.* that he the said *J. M.* and *C.* in the right of the said *C.* and the heirs and assigns of the said *C.* shall and will accept and take the said two messuages, in the tenures of, &c. in full recompence and allowance of and for her part, purparty and portion of all the said five messuages, &c. to the said *J. M.* and *C.* by and after the death of the said *A. B.* as one of the daughters and heirs of the said *A. B.* belonging or appertaining: And for and in consideration that the said messuages to the said *J. M.* and *C.* in form aforesaid allotted, be of better value than the said messuages to the said *T. S.* and *E.* in form aforesaid allotted, the said *J. M.* and *C.* for them, their heirs, executors and administrators, do covenant and grant, to and with the said *T. S.* and *E.* their executors and administrators, that they the said *J. M.* and *C.* their heirs, executors and administrators, shall well and truly pay, or cause to be paid, to the said *T. S.* and *E.* their executors or administrators, the sum of, &c. And it is also covenanted, granted and agreed between the said parties, and each of the said parties do covenant, grant and agree, for them, and their heirs and assigns, by these presents, to and with the other of them, their heirs and assigns, that it shall and may be lawful to and for either of the said parties, their heirs and assigns, from time to time, and at all times needful, to enter into any parcel of the part and purparty of the other, for the repairing, amending and doing of any thing necessary for the maintenance and preservation of the tenements aforesaid, to them severally allotted and appointed by these presents, and that neither of the said parties, their heirs or assigns, at any time hereafter, shall make any new building, or do any other thing, in any part or parcel of the part and purparty of either of them, that shall or may stop, impair or hinder the light, gutters or kennels of the part or purparty of the other of them. *In Witness, &c.*

A Partition or Division of Land between the Owners thereof in Example.

THIS Indenture, &c. Between *A. W.* son of *W. W.* late of *L.* bart. deceased, of the one part, and *C. W.* esq. and *M.* of *J.* of the other part. Whereas by an act of parliament made in the first year of the late reign of our sovereign lord *Edward* the 6th, late king

of England, intituled, *An act for dissolving and determining of divers chantries, colleges, guilds and fraternities*; amongst other there did come to the possession of the said late king, all those two messuages and tenements, shops, cellars, solars, yards, chambers, &c. then in the tenure, &c. situate in the parish of St. Peter, &c. in the city of L. aforesaid; And whereas the said late king Edward 6. by his letters patent, made under the great seal of England, and bearing date, &c. amongst other things did give and grant the said two messuages, and other the premises, with the appurtenances, to E. E. then of the city of L. esq; and to T. B. of, &c. and to their heirs for ever, to be holden of the said late king, his heirs and successors, by fealty, in free burgage of the said city of L. and not in chief, for all services and demands whatsoever, as by the said letters patent and records thereof more plainly, &c. And whereas the said C. W. and A. W. by good and lawful conveyance are, and stand seised of the said two messuages, and other the premises, with their appurtenances, to them and their heirs for ever; that is to say, the said C. is, and standeth seised of one moiety thereof, and the said A. of the other moiety thereof by good and perfect estates in fee-simple; Now this Indenture witnesseth, that they the said C. and A. of one assent and consent for them and their heirs, have made full and clear division of all the said messuages or tenements, and other the premises, with their appurtenances, in form as followeth; that is to say, The said C. W. his heirs and assigns, shall and may from henceforth have, hold and enjoy to the said C. his heirs and assigns for ever, to the only use and behoof of the same C. his heirs and assigns for ever, all that, &c. abutting, &c. containing, &c. And that the said A. W. his heirs and assigns, shall and may, &c. all that, &c. And forasmuch as the said part of the premises in the division aforesaid, allotted to the said C. W. is the better part thereof, the same C. in consideration thereof, before the enfealing of these presents, hath given, contented and paid to the said A. W. the sum of, &c. whereof the said A. acknowledgeth himself fully and truly paid and satisfied, and thereof acquitted, &c. And the said A. W. for him and his heirs, doth by these presents ratify and confirm to the said C. his heirs and assigns for ever, all that part of the said two messuages, and other the premises, allotted to the said C. in and by the division; And also the said A. W. covenanteth, &c. in form &c. That he the said A. and his heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful form of estate, right, title or interest, to the premises, or any part thereof allotted to the part of the said C. as aforesaid, from time to time and at all times, during three years next, &c. at and upon the reasonable request of the said C. his heirs and assigns, to be made to the said A. or his heirs, and at the costs and charges in the law of the said C. his heirs or assigns, shall and will do, make, acknowledge and suffer, and cause &c. with warranty only against the said A. and his heirs, all and every such act and acts, thing and things in the law, as by the said C. his heirs or assigns or their counsel learned in the law shall be lawful and reasonably devised or advised, for the further and better assurance surety, and sure making of all the said part of the premises allotted to the said C. as aforesaid, to him the said C. his heirs and assigns, for their own use clearly and absolutely, without any condition, for ever to be made sure; And that he the said A. W. at the time of the making

the said division was, and until the time of the full perfection thereof, and of good assurance made to the said C. and his heirs, or that part of the premises to them allotted, as aforesaid, shall be and stand lawfully seised in his demesne as of fee, of one moiety of the said two messuages, and other the premises, without any condition or defeasance; And that he the said A. at the time of the said division-making, had and hath good and lawful right, authority and power to make and finish the same division, to and with the said C. according to the true meaning of these presents; And further, that all the said part of the premises allotted to the said C. and his heirs, as aforesaid, is and for ever shall be and stand clear and clearly acquitted and discharged, or otherwise at all times saved harmless by the said A. his heirs, executors and administrators, of and from all and singular former grants, bargains, sales, &c. had, made, done or agreed unto by the said A. W. or by his means, knowledge, consent or procurement; And moreover, that he the said C. W. his heirs and assigns, for their own use for ever, shall and may from henceforth peaceably and quietly have, &c. all the said part of all and singular the premises to the said C. allotted, as aforesaid, without any let, interruption, suit, trouble or eviction of the said A. his heirs or assigns, or any other persons, by his or their means, title, consent or procurement; And the said C. W. covenanteth as A. W. before hath covenanted, &c. In Witness, &c.

An Indenture of Partition of Lands between Tenants in Common, who have several Interests in divers Respects.

THIS Indenture, made, &c. Between I. B. senior, of, &c. I. B. junior, son and heir apparent of the said I. B. senior, and R. G. of, &c. gent. of the one part, and I. D. of, &c. S. gent. son and heir of B. D. late of, &c. doctor in physick, G. D. widow and relict of the said B. D. and R. F. of the city of C. aforesaid, esq; of the other part; Whereas the said parties or some of them are tenants in common, of and in all that messuage, &c. Of which said messuage, lands, woods, tenements and hereditaments and premises, two third parts do belong to the said I. B. senior, and I. B. junior, and R. G. or some of them, and to the heirs of the said I. B. junior, and of the said R. G. respectively, according to their respective estates, rights and interests therein; And the other third part of the same messuage, lands, woods, tenements, hereditaments and premises, doth belong to the said I. D. G. D. and R. F. or some of them, and to the heirs of the said I. D. according to their respective estates, rights, titles and interests therein: And whereas the said I. B. senior, I. B. junior, R. G. I. D. G. D. and R. F. have agreed to make partition between them in such manner as herein after mentioned: Now this Indenture witnesseth, that in pursuance of the agreement aforesaid (respect being had to the true value of all the said messuage, lands, woods, tenements, hereditaments and premises,) the said parties have divided the same into three equal parts; And that the said I. B. senior, and I. B. junior, and R. G. have assigned

assigned and delivered, and by these presents do assign and deliver unto the said *I. D. G. D.* and *R. F.* one third part of the said messuage, lands, tenements, hereditaments and premises, with the appurtenances, (to wit) All that piece or parcel of marsh-land, &c. at the will and pleasure of the said *I. D. G. D.* and *R. F.* and their assigns; *To have and to hold* the said several pieces of marsh-land and premises herein before mentioned to be assigned unto the said *I. D. G. D.* and *R. F.* in severalty for the proportions and in lieu of their third part aforesaid, according to the respective interests and estates which the said *I. D. G. D.* and *R. F.* have assigned and delivered, and by these presents do assign and deliver unto the said *I. B.* senior, *I. B.* junior, and *R. G.* two third parts of all the said messuages, lands, tenements, hereditaments and premises, with the appurtenances, (to wit) All that messuage, &c. at the will and pleasure of the said *I. B.* senior, *I. B.* junior, and *R. G.* and their assigns, and the heirs and assigns of the said *R. G.* and *I. B.* junior; *To have and to hold* the said messuage, lands, tenements, woods, marshes and premises herein before last mentioned to be assigned unto the said *I. B.* the elder, *I. B.* the younger, and *R. G.* and to the heirs of the said *I. B.* the younger, and *R. G.* in severalty for their proportion, and in lieu of their two third parts aforesaid, according to the respective interests and estates which the said *I. B.* the elder, *I. B.* the younger, and *R. G.* respectively had in the said two third parts before the making of these presents: *And* the said *I. B.* the elder, doth for himself, his heirs, executors and administrators, covenant and grant to and with the said *I. D. G. D.* and *R. F.* their heirs and assigns, by these presents, that he the said *I. B.* the elder, hath not at any time done, committed or willingly suffered, any act or thing whatsoever, whereby or wherewith the premises to the said *I. D. G. D.* and *R. F.* assigned in partition, as aforesaid, or any part thereof, are or is, or shall or may be impeached or incumbered in estate, title, charge or otherwise howsoever: *And also* that he the said *I. B.* the elder, and his heirs, and all and every other person and persons, having and lawfully claiming, or which shall or may have or lawfully claim any estate, right, title or interest, of, in or to any part of the said premises herein before mentioned to be assigned to the said *I. D. G. D.* and *R. F.* in partition, as aforesaid, by, from or under him the said *I. B.* the elder, shall and will from time to time, and at all times during the space of ten years next ensuing the day of the date of these presents, upon the reasonable request, and at the costs and charges in the law, of the said *I. D. G. D.* and *R. F.* make, do, acknowledge, levy, execute and suffer all and such every further and other reasonable act and acts, thing and things, conveyance and assurance in the law whatsoever, for the confirmation of the partition aforesaid; and for the further, better and more perfect conveying, assigning and assuring unto the said *I. D. G. D.* and *R. F.* in form aforesaid, all the said lands and premises herein before mentioned to be assigned and delivered unto the said *I. D. G. D.* and *R. F.* in partition, as aforesaid, as by the said *I. D. G. D.* and *R. F.* or any of their counsel learned in the law, shall be reasonably devised, advised or required. [*Like covenants from I. B. junior, and the like from R. G.*] *And* the said *I. D.* doth for himself, his heirs, executors and administrators, covenant and grant to and with the said *I. B.* the elder, *I. B.* the younger, and *R. G.* their heirs and assigns, by these presents, hat

he the said *I. D.* hath not at any time done, committed, or wittingly and willingly suffered any act or thing whatsoever, whereby or where-with the premisses to the said *I. B.* the elder, *I. B.* the younger, and *R. G.* assigned in partition as aforesaid, or any part thereof, are or is, or shall or may be impeached or incumbered in estate, title, charge, or otherwise howsoever: *And also*, that he the said *I. D.* and his heirs, and all and every other person and persons, having or lawfully claiming, or which shall or may have, or lawfully claim any estate, right, title or interest, of, in or to any part of the messuages, lands, tenements, hereditaments and premisses herein before mentioned to be assigned to the said *I. B.* the elder, *I. B.* the younger, and *R. G.* in partition, as aforesaid, in, by, from or under him the said *I. D.* shall and will from time to time, and at all times, during the space of ten years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the law of the said *I. B.* the elder, *I. B.* the younger, and *R. G.* and the heirs and assigns of the said *I. B.* the younger, and of the said *R. G.* make, do, acknowledge, levy, execute and suffer all and every such further and other reasonable act and acts, thing and things, conveyance and assurance in the law whatsoever, for confirmation of the partition aforesaid; and for the further, better and more perfect conveying assigning and assuring unto the said *I. B.* the elder, *I. B.* the younger, and *R. G.* and unto the heirs and assigns of the said *I. B.* the younger, and of the said *R. G.* all the said messuage, lands, tenements and premisses herein before mentioned to be assigned and delivered unto the said *I. B.* the elder, *I. B.* the younger, and *R. G.* in partition, as aforesaid, as by the said *I. B.* the elder, *I. B.* the younger, and *R. G.* or their assigns, or the heirs or assigns of the said *I. B.* the younger, and *R. G.* or any of them, their or any of their counsel learned in the law shall be reasonably devised, or advised or required.

Note; The like covenants are to be on the part of G. G. and the like on the part of R. F. In Witness, &c.

Partition of Copartners.

THIS Indenture made, &c. Between *R. C.* of the one part, and *J. F.* of the other part. *Whereas* the said parties to these presents have been of late copartners together in the trade of, &c. and by reason of the said joint trade and dealing, divers debts have become and are due and owing unto the said *R. C.* and *J. F.* for divers goods and wares, and also the said *R. C.* and *J. F.* are and stand engaged for divers sums of money; *And whereas* also the said parties, for divers good reasons them moving, have concluded and agreed, to put an end to their joint trade and copartnership; and the said *R. C.* is contented, and has agreed for the consideration hereafter mentioned, to assign unto the said *J. F.* all the debts and sums of money which are due and owing unto them the said *R. C.* and *J. F.* jointly; *And* the said *J. F.* hath likewise agreed and undertaken to discharge and pay all debts and sums of money, which

which they the said *R. C.* and *J. F.* do jointly owe to any person or persons, for or by reason of their said joint trade or copartnership; Now this Indenture witnesseth, that the said *R. C.* for the consideration hereafter in these presents mentioned, Doth grant, assign and set over unto the said *J. F.* his executors, administrators and assigns, all and singular such debts and sums of money as are owing to him the said *R. C.* severally or jointly with the said *J. F.* for or concerning the said joint trade; and all his right, title, interest, property, claim and demand whatsoever, in and to the said debts, or any of them; and also all and singular bills, bonds, specialties and writings whatsoever, for and concerning the said debts, and the late copartnership between them; all which said debts are mentioned and expressed in a certain schedule hereunto annexed; To have and to hold all and every the said debts, specialties and writings, unto the said *J. F.* his executors, administrators and assigns, to his and their own proper use and behoof, without any manner of account therefore to be given to him the said *R. C.* his executors, administrators or assigns; And the said *R. C.* doth by these presents give and grant to the said *J. F.* his executors, administrators and assigns, full power and authority to ask, levy, recover and receive in the name of the said *R. C.* by all such lawful ways and means, as should be thought requisite by the said *J. F.* his executors, administrators or assigns, all and singular the said debts and sums of money, expressed in the said schedule, for and to the only use and behoof of the said *J. F.* his executors, administrators and assigns, without any account to be made, had or given for the same, or any part thereof; And further, that if the said *R. C.* or his assigns, or any person or persons, by virtue of any power or authority derived from them, have at any time heretofore received, released or discharged any of the said debts or sums of money mentioned in the said schedule (other than such sums of money as have been released by the consent of the said *J. F.*) that then, and upon notice given by the said *J. F.* his executors, administrators or assigns, to the said *R. C.* his executors, administrators or assigns, he the said *R. C.* his executors, or administrators, shall, within twenty days next after such notice given to the said *R. C.* or his, &c. satisfy and recompense the said *J. F.* or his, &c. for the same without fraud or covin; And that he the said *R. C.* his executors or administrators, shall not, at any time or times hereafter, wittingly or willingly do or suffer any act or thing, to hinder, let or disturb him the said *J. F.* his executors, administrators or assigns, in the recovery, getting in, or obtaining the said debts, or any of them: And moreover, that he the said *R. C.* his executors and administrators, shall and will, upon reasonable request to him or them made, by the said *J. F.* his executors, administrators or assigns, make, seal and deliver to him or them, such other sufficient letter or letters of attorney, for the recovery or getting in of the said debts and sums of money, as by the said *J. F.* his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required; In Consideration whereof the said *J. F.* for himself, his executors and administrators, Doth covenant, promise and grant to and with the said *R. C.* his executors and administrators, in manner and form following, (that is to say) that he the said *J. F.* his executors or administrators, shall and will, at or before the, &c. procure and obtain to and for the said *R. G.* his executors or administrators, sufficient general

neral releases and other discharges in law, from all creditors whose names are in the schedule hereunto annexed; *And also* that he the said *J. F.* his executors or administrators, shall and will, at all times for ever hereafter, save and keep harmless and indemnified the said *R. C.* his executors or administrators, against all and every person and persons whatsoever, to whom they the said *R. C.* and *J. F.* or either of them, are indebted, touching or concerning the said copartnership, and of and from all actions, suits, costs, damages, charges, judgments, executions and demands whatsoever, which shall at any time hereafter arise and come against the said *R. C.* his executors or administrators, or any of his or their lands, tenements, goods or chattels, or any part thereof, for or by reason of any debts or sums of money owing, or for or by reason of any bill, bond, specialty, promise or contract, touching the said copartnership. *In Witness, &c.*

Partners. See Copartnership.

Petition.

Petition.

A Petition that an Infant Trustee may join in a Conveyance, pursuant to the Statute.

To the Right Honourable Philip Lord Hardwicke, Lord High Chancellor of Great Britain.

The humble Petition of A. Widow and Relict of B. deceased, and of C. and D. the sole Daughters and Issue of the said B. by the said A.

Sheweth,

THAT your petitioners having contracted with *E.* for the sale to him of the manor of *F.* and divers messuages, lands and tenements in or near the parish of *G.* in the county of *H.* (late the estate of the said *B.* and now of your said petitioners, or of some of them) the counsel for the said *E.* the purchaser objects, that the legal estate of the premises is by virtue of or under the last will of Sir *J. A.* knight, come to and vested in one Sir *K. K.* bart. (an infant of about the age of 18 years) as nephew and heir of Sir *L. K.* bart. deceased, who was son and heir of Sir *K. K.* bart. also deceased; and that it would not be proper or adviseable for the said *E.* to proceed in the purchase of the premises without taking in such legal estate, although the same is only in trust for your said petitioners, or some of them; but by reason of the said first named Sir *K. K.* the same cannot be effected without an order of this high and honourable court, injoining and directing the said infant to convey the same, in pursuance of the late act of parliament made in the 7th year of the reign of her late majesty queen *Anne*, (intituled, An act to enable infants who are seised or possessed of estates in fee in trust, or by way of mortgage, to make conveyances of such estate)

Wherefore your lordship's said petitioners do humbly pray, that the said Sir K. K. the infant, may be directed and enjoined to convey, or join with your said petitioners in conveying the said manor and premises unto the said E. his heirs and assigns, or as he or they shall appoint: And your said petitioners, as in duty bound, shall ever pray, &c.

A Petition

A Petition to Justices of the Peace, in the Quarter Sessions, for building a Cottage.

To the Worshipful the Justices of the Peace at the General Quarter-Sessions of the Peace to be holden at, &c. in the County of, &c. on the Day, &c.

The humble Petition of A. B. of, &c. Labourer.

Sheweth,

THAT *whereas* your petitioner, being with his wife and children settled as an inhabitant of and in the said parish of, &c. and at present destitute of an habitation, hath by address made to C. D. esq; lord of the manor of, &c. obtained his consent under his hand and seal, for your petitioner to erect, build and set up a cottage on the waste within the parish of, &c. aforesaid, for an habitation for himself and his family, if an order of sessions can be obtained for confirmation thereof, as by the paper hereto annexed, appears.

May you therefore be pleased to grant to your poor petitioner the order of this court, whereby your said petitioner may be enabled to set up a cottage for an habitation, for himself and poor family, on some convenient place on the waste within the parish of, &c. And your petitioner shall ever pray, &c.

A Petition of a poor Prisoner, to Justices, in order to his Discharge from Prison.

To the Worshipful the Justices of Peace, at their General Quarter-Sessions of the Peace, holden this Day, &c. at, &c.

The humble Petition of A. B. of, &c.

Humbly sheweth,

THAT your petitioner being in the prison of, &c. on an execution for a debt of, &c. due to, &c. and being no way able to pay his said creditors their said debts, he humbly desires the benefit of the

Petition.

the late act of parliament for the relief and release of poor prisoners for debt.

Your petitioner therefore prayeth, That your worships will be pleased to issue out your warrant to the keeper of the prison of, &c. aforesaid, that he may be brought before your worships, to take the oath required by the said act: And your petitioner shall ever pray, &c.

*A Petition of a Seaman to the Lords of the Admiralty,
&c. for Admission into Greenwich Hospital.*

To the Right Honourable the Lords Commissioners of
the Admiralty of *England, &c.* and Governor of
Greenwich Hospital.

The humble Petition of A. B. &c.

Humbly sheweth,

THAT your petitioner hath, for many years last past served on board the navy royal of *England*, as a registered seaman, which the certificate herewith produced makes appear; and in such service lost the use of one of his arms, by reason whereof, and of his great age and infirmities, he is disabled to act as a seaman for the future, or to do any thing else for a livelihood and subsistence.

He therefore humbly desires of your lordships that he may be admitted into Greenwich Hospital, and there provided for, as an act made in the 10th year of queen Anne provides and directs: And your petitioner shall ever pray, &c.

*A Petition of an Officer's Widow to the King for a
Pension.*

To the King's Most Excellent Majesty.

The humble Petition of C. B. Widow of Captain A. B. &c.

Sheweth,

THAT your petitioner's late husband *A. B.* of, &c. was a captain of foot in your majesty's service, in the regiment commanded by the honourable, &c. as appears by the commission in your petitioner's custody;

custody; and at the battle of, &c. in the service of your said majesty, the said *A. B.* your petitioner's husband was killed, leaving his widow and three small children wholly unprovided for, and without any thing to subsist upon; so that your petitioner and her family are reduced to poverty, and must inevitably want if not relieved by your majesty's grace and bounty.

Your petitioner therefore humbly prays that your majesty will be graciously pleased to grant to her such pension as is usually allowed to officers' widows, or otherwise to relieve her as your majesty out of your abundant goodness shall think fit: And your petitioner shall ever pray, &c.

Presentation.

A Presentation to a Living, directed to a Bishop.

TO the right reverend father in God, *Thomas*, by divine permission, lord bishop of *London*, to his vicar-general in spirituals, or to any other person or persons, having or to have sufficient authority in this behalf, *A. B.* of the county of *L.* esq; the true and undoubted patron of the vicarage of *C.* in the county of *B.* and your lordship's diocese of *L.* greeting: I present to your lordship and to the vicarage and parish church of *C.* aforesaid, now void by the natural death of the reverend *G. P.* the last incumbent thereof, and to my presentation in full right belonging, my beloved in *Christ* *R. B.* bachelor of arts, humbly praying, that your lordship would be graciously pleased to admit, and canonically to institute him the said *R. B.* to the vicarage and parish church of *C.* aforesaid, to invest him with all and singular the rights, members and appurtenances thereunto belonging, to cause him to be inducted into the real, actual and corporal possession thereof, and to do all other things which to your pastoral office may in this case appertain or belong. *In Witness* whereof I have hereunto set my hand and seal, this day of
1758.

Signed and sealed in the
presence of *A. B.*
 C. B.

Protections.

Petition.

the late act of parliament for the relief and release of poor prisoners for debt.

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THAT your petitioner hath, for many years last past served on board the navy royal of England, as a registered seaman, which the certificate herewith produced makes appear; and in such service lost the use of one of his arms, by reason whereof, and of his great age and infirmities, he is disabled to act as a seaman for the future, or to do any thing else for a livelihood and subsistence.

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A Petition of an Officer's Widow to the King for a Pension.

To the King's Most Excellent Majesty.

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Sheweth,

THAT your petitioner's late husband A. B. of, &c. was a captain of foot in your majesty's service, in the regiment commanded by the honourable, &c. as appears by the commission in your petitioner's custody;

Petition.

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sustody; and at the battle of, &c. in the service of your said majesty, the said *A. B.* your petitioner's husband was killed, leaving his widow and three small children wholly unprovided for, and without any thing to subsist upon; so that your petitioner and her family are reduced to poverty, and must inevitably want if not relieved by your majesty's grace and bounty.

Your petitioner therefore humbly prays that your majesty will be graciously pleased to grant to her such pension as is usually allowed to officers' widows, or otherwise to relieve her as your majesty out of your abundant goodness shall think fit: And your petitioner shall ever pray, &c.

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1758.

Signed and sealed in the
presence of *A. B.*
 C. B.

Protections.

Protections.

Protections.

A Protection by a Member of Parliament.

FORASMUCH as I have a special occasion to employ the bearer hereof *A. B.* my servant, in and about my business and occasions, during this present session of parliament; These are therefore to will and require all persons whom it may concern, to forbear to arrest, attach or imprison the said *A. B.* but to permit and suffer him peaceably and quietly to go about his business, at his will and pleasure during this present session, without any suit, arrest or disturbance, as you will answer the contrary at your peril. Given under my hand and seal the — day of

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A Protection by a Foreign Minister.

I *A. B. des Cortes*, resident from his majesty the king of *D.* at the court of *Great Britain* do hereby certify whom it may concern, that the bearer hereof, *C. D.* gentleman, is my domestick servant, in quality of secretary; and therefore all officers, civil and military, are hereby required not to arrest, molest or trouble the said *C. D.* as they will answer the contrary at their peril, in pursuance of the act of parliament made and passed in that behalf. Given under my hand and seal this — day of

A. B. des C.

To all mayors, sheriffs, under-sheriffs,
marshals, officers, and all others whom
it doth or may concern.

J. Conellum

END OF THE FIFTH VOLUME.

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